City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

City Commission Meeting
October 11, 2022
Agenda

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, October 11, 2022, at 7:30pm, in the City Commission Chambers, Pleasant Ridge City Hall, 23925 Woodward Avenue, Pleasant Ridge, MI 48069. The following items are on the Agenda for your consideration:

REGULAR CITY COMMISSION MEETING – 7:30 P.M.

1. Meeting Called to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. 2022 City of Pleasant Ridge Beautification Awards.

5. PUBLIC DISCUSSION – items not on the Agenda.

6. Governmental Reports.

7. City Commission Liaison Reports.

- **Commissioner Perry – Planning/DDA.**
- **Commissioner Schmier – Historical Commission.**
- **Commissioner Budnik – Recreation Commission.**
- **Commissioner Lenko – Ferndale Public Schools.**

8. Consent Agenda.

All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

a. Minutes of the Regular City Commission Meeting held Tuesday, September 13, 2022.
b. Monthly Disbursement Report.
c. Agreement between the City of Pleasant Ridge and the Michigan Fraternal Order of Police Labor Council/Pleasant Ridge Police Officers Union for years 2022-2025.
d. Establish public hearing on Tuesday, November 15, 2022, at 7:30 p.m., to solicit public comments on the proposed Oakland County Community Development Block Grant Program Year 2023 Community Application and Subrecipient Agreement.

9. 24 Cambridge Lot Split Request.

10. **Community Center Generator Bid.**

11. **Schedule a public hearing on Tuesday, November 15, 2022, at 7:30 p.m. to solicit public comments on an application to transfer an existing liquor license for the property commonly known as Whistle Stop Café, LLC.**

12. **City Manager's Report.**

13. **Other Business.**

14. **Adjournment.**

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations. If you have any ADA questions, please call the Clerk's Office (248) 541-2901.

City of Pleasant Ridge

Amy M. Allison, City Clerk/Asst City Manager

From: Amy M. Allison, City Clerk/Asst City Manager
To: Mayor and City Commission
Date: October 5, 2022
Re: 2022 Beautification Awards

Members of the Beautification Committee will present the 2022 City of Pleasant Ridge Beautification Awards.

The Beautification Award winners are:

- 81 Oakdale - Richard Altherr
- 8 Kenberton - Danielle and Cory Truesdell
- 17 Devonshire - Timika and Christopher Maybee
- 63 Maywood - Susie Sherman Hall and George Hall
- 7 Oakland Park Blvd - Kristen and Steven Cares.

Please feel free to contact me should you wish to discuss this matter further.

City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

City Commission Meeting
September 13, 2022

Having been duly publicized, Mayor Scott called the meeting to order at 7:30pm.

Present: Commissioners Budnik, Lenko, Perry Schmier, Mayor Scott.
Also Present: City Manager Breuckman, City Attorney Need, City Clerk Allison.
Absent: None.

Public Discussion

None

Governmental Reports
None

City Commission Liaison Reports
Commissioner Lenko – Ferndale Public Schools. Homecoming event is coming up, parade will be held. Open seat on the school board, will be voted on in November 2022.
Commissioner Perry – Planning/DDA. No meeting. Oct 24th next meeting. Will consider drive through moratorium.
Commissioner Schmier – Historical Commission. Museum open September 17th from 10am – noon. September 23, 2023, Home and Garden tour date, looking for properties. Pewabic decorative ornaments, $35.00, then and now update ongoing and getting close to being completed.
Commissioner Budnik – Recreation Commission. September and October activities update and dates announced. Information online and in the Ridger. Successful summer program and pool season

Consent Agenda

22-3575

Motion by Commissioner Perry, second by Commissioner Schmier, that the Consent Agenda be approved.

Adopted: Yeas: Commissioners Perry, Schmier, Budnik, Lenko, Mayor Scott.
Nays: None.

24 Cambridge Lot Split Request
Breuckman gave an overview of the request by the owner of 24 Cambridge, Nathaniel Mynsberge, for a lot split of the current 124.1 foot lot into two parcels. Mr. Mynsberge is requesting to create two parcels; parcel A will create a new 50-foot-wide parcel to be known as 26 Cambridge and parcel B would be a 74.1-foot-wide parcel to remain as 24 Cambridge. The minimum lot width on Cambridge is 50ft. The request is dividing the parcel back into three separate parcels and creating two lots/parcels.

Nate Mybsberge, homeowner, requesting the split as is to enhance the greenspace between the current home and potential home, also three large trees which they would like to preserve. Eric Schieble, 28 Cambridge, approval creates the smallest lot on the street, would not enhance the neighborhood, lot could be split in the middle, would like request denied. Issue with the 50-foot lot. Schmier asked about the even split, feels the lot would be maxed out no matter what the lot size would be. Schieble isn't aware of the build proposal but feels the lot at 50 is too small. Eric Pott, 29 Cambridge, several properties have larger lots and feels the neighborhood should remain the same. Don Schieble, 46 Kensington, 61-foot lot, would not be in compliance, current owner could appeal setback requirements. Budnick variance requires undue hardship, since the lot size would be self inposed, it may be tough to get if the lot was split at 60-feet. Schmier indicated the smaller lot does preserve the greenscape and trees, depending on the new building. Scott should there be a lot split and how will the new home fit into the neighborhood. Housing stock on the street is diverse. There is some openness between the properties. Agrees developer will try to fill the lot once the lot is split. Perry commented that the development of the property is unknown, possibly a different solution would be better. Lenko stated special consideration, does not come up in most communities, point about the averages and public comments should be taken into consideration. Schmier does think it is black and white, are there other things that can be explored to create a fair solution. Breuckman discussed variances and if it would solve the concerns of the neighbors and commission. Pleasant Ridge has been historically strict on variances. Need discussed criteria regarding granting a variance and land division. The variance may not be justified. Mynsberge believes average lot is 60-ft to 65-ft, believes there are lots close to 58-ft, would consider changing his request. Need stated the commission could approve a larger second parcel and allow requestor to work with City Administration to redesign. Breuckman requested trees be added to the survey to be considered.

22-3576

Motion by Commissioner Lenko, second by Commissioner Perry, that the application by Nathaniel Mynsberge, for the lot spilt of parcel #60-25-28-278-036, commonly known as 24 Cambridge be postponed allowing the applicant to work with City Staff regarding the proposed split and lot dimensions.

Adopted: Yeas: Commissioners Lenko, Perry, Budnik, Schmier, Mayor Scott.
Nays: None.

Main Street Transfer to the Michigan Department of Transportation (MDOT)

Breuckman discussed the MDOT request to transfer jurisdiction over Main Street from Woodward to the north City boundary. The north City boundary is in the middle of I-696, so the segment to be transferred includes half of the Main Street bridge. Attached is a Memorandum of Understanding that, if executed, would transfer jurisdiction of Main Street from Woodward Avenue to the north City boundary. Lenko wondering why now, can we wait to make decision until Royal Oak does and the City could investigate more. Budnick any insight into Royal Oak decision? Breuckman is not aware of what Royal Oak will plan to do. City owns the triangle. MDOT has been maintaining the road and underground infrastructure.

22-3577

Motion by Commissioner Perry, second by Commissioner Schmier, that the memorandum of understand between the City of Pleasant Ridge and the Michigan Department of Transportation (MDOT), which transfers jurisdiction over Main Street from Woodward to the north City boundary be approved and that the City Manager be authorized to sign the memorandum of understanding on the City's behalf.

Adopted: Yeas: Commissioners Perry, Schmier, Budnik, Schmier, Mayor Scott.
Nays: Commissioner Lenko.

Community Pool Filter Replacement Proposal

22-3578

Motion by Commissioner Perry, second by Commissioner Schmier, that the bid for the replacement of the Pleasant Ridge Community Pool filter replacement and chemical monitoring and treatment be awarded to Baruzzini Aquatics of Brighton, Michigan in the total amount of $135,485.00.

Adopted: Yeas: Commissioners Perry, Schmier, Budnik, Lenko, Mayor Scott.
Nays: None.

Dog Park Lighting discussion

Commission directs staff for investigate lighting solutions for the park, starting with the entrances.

City Manager's Report

Hartwell will be in town doing concrete repairs to streets and the DPW parking lot.
Kensington watermain, received the federal earmark, but need to apply for a grant through the EPA, waiting on the application – design mostly complete but need the grant requirements in order to complete the application to comply. Still looking for spring construction.
Woodward Heights zoom meeting, Tuesday, September 27th. A mailer will be going out this week.

Other Business

Lenko looking at other petition driven ideas like early bird swim, drinking fountain at the Millington bus stop. Breuckman stated anything can be requested.
Susan Sherman-Hall, 63 Maywood, questioned if the pool could be open earlier in May and later in September – evening and weekends only. Stamper stated staffing issues preclude that scenario.
Schmier commented about the big trees falling, have trees checked and Oak trees trimmed in the fall.

With no further business or discussion, Mayor Scott adjourned the meeting at 9:17pm.

_____

Mayor Bret Scott

_____

Amy M. Allison, City Clerk

September 2022

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	$	12,326.33
ACCOUNTS PAYABLE	$	546,063.10
TAX LIABILITIES	$	964,523.72
TOTAL	$	1,522,913.15

PAYROLL

September 7, 2022	$	50,115.23
September 21, 2022	$	46,989.12
TOTAL	$	97,104.35

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
PAYROLL LIABILITIES
September 2022

Check Date	Check	Vendor Name	Description	Amount
9/7/2022	6410500446	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	$ 2,631.48
9/7/2022	6410500447	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	$ 942.61
9/7/2022	6410500448	FOPLC	UNION DUES	$ 240.00
9/7/2022	6410500449	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	$ 660.30
9/7/2022	6410500450	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	$ 1,832.07
9/21/2022	6410500451	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	$ 2,456.60
9/21/2022	6410500452	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	$ 865.25
9/21/2022	6410500453	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	$ 903.96
9/21/2022	6410500454	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	$ 1,794.06
			TOTAL PAYROLL LIABILITIES	$ 12,326.33

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
TAX LIABILITIES
September 2022

Check Date	Check	Vendor Name	Description	Amount
09/01/2022	2908	CITY OF PLEASANT RIDGE-DDA	2022 TAX COLLECTIONS	$ 19,103.66
09/01/2022	2909	CITY OF PLEASANT RIDGE-TAXES	2022 TAX COLLECTIONS	$ 304,343.24
09/01/2022	2910	FERNDALE SCHOOL DISTRICT	2022 TAX COLLECTIONS	$ 142,295.78
09/01/2022	2911	OAKLAND COUNTY TREASURER	2022 TAX COLLECTIONS	$ 203,550.10
09/13/2022	2912	CITY OF PLEASANT RIDGE-DDA	2022 TAX COLLECTIONS	$ 4,667.68
09/13/2022	2913	CITY OF PLEASANT RIDGE-TAXES	2022 TAX COLLECTIONS	$ 137,608.08
09/13/2022	2914	FERNDALE SCHOOL DISTRICT	2022 TAX COLLECTIONS	$ 62,125.08
09/13/2022	2915	OAKLAND COUNTY TREASURER	2022 TAX COLLECTIONS	$ 90,830.10
			TOTAL TAX LIABILITIES	$ 964,523.72

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
September 1, 2022

Check Date	Check	Vendor Name	Description	Amount
09/01/2022	25592	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	$ 4,435.68
09/01/2022	25593	BADGER METER, INC.	WATER METER SUPPORT SERVICES	$ 1,152.45
09/01/2022	25594	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	$ 3,144.78
09/01/2022	25595	BRILAR	DPW SERVICES AGREEMENT	$ 39,947.26
09/01/2022	25596	CITY OF FERNDALE	FIRE PROTECTION SERVICES AGREEMENT	$ 21,381.72
09/01/2022	25597	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE AGREEMENT	$ 11,705.00
09/01/2022	25598	ELECTION SOURCE	ELECTION EQUIPMENT TESTING SERVICES	$ 500.00
09/01/2022	25599	EUGENE LUMBERG	PROSECUTION SERVICES	$ 776.25
09/01/2022	25600	FERNDALE PIZZA CO., INC.	RECREATION PROGRAM SUPPLIES	$ 883.11
09/01/2022	25601	GREAT LAKES WATER AUTHORITY	IWC CHARGES - JULY 2022	$ 275.66
09/01/2022	25602	HUNT SIGN COMPANY, LTD	NO PARKING SIGNS	$ 40.00
09/01/2022	25603	J & J AUTO TRUCK CENTER	PD VEHCILE MAINTENANCE	$ 138.10
09/01/2022	25604	JULIE BRAZEN	RECREATION PROGRAM INSTRUCTOR	$ 192.00
09/01/2022	25605	KEVIN NOWAK	WDC FOOD REIMBURSEMENT	$ 158.00
09/01/2022	25606	LEGAL SHIELD	PREPAID LEGAL SERVICES	$ 77.70
09/01/2022	25607	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSE EXPENSES	$ 1,026.00
09/01/2022	25608	OAKLAND SCHOOLS	PRINTING AND MAILING UTILITY BILLS	$ 698.70
09/01/2022	25609	ONE WAY PRODUCTS	POOL CHEMICAL PURCHASES	$ 2,006.25
09/01/2022	25610	PLANTE & MORAN PLLC	ACCOUNTING SERVICES AGREEMENT	$ 10,952.00
09/01/2022	25611	PLANTE MORAN GROUP BENEFIT ADVISORS	BENEFIT CONSULTING AGREEMENT	$ 1,718.25
09/01/2022	25612	PROGRESSIVE IRRIGATION	SPRINKLER SYSTEM MAINTENANCE & REPAIRS	$ 140.00
09/01/2022	25613	QUEST TRANSPORTATION	CEDAR POINT TRANSPORTATION	$ 1,700.00
09/01/2022	25614	RJP MECHANICAL INC	BERME BOND RETURN - 9 CAMBRIDGE	$ 2,500.00
09/01/2022	25615	SHAWNIE STAMPER	SWIM TEAM REIMBURSEMENTS	$ 115.00
09/01/2022	25616	SOCRRA	REFUSE COLLECTION AGREEMENT	$ 19,724.84
09/01/2022	25617	SOCWA	WATER PURCHASES-AUGUST 2022	$ 24,901.81
09/01/2022	25618	THE HUNTINGTON NATIONAL BANK	GENERAL OBLIGATION BOND PAYMENT	$ 210,475.00
09/01/2022	25619	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIE	$ 158.52
09/01/2022	25620	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	$ 648.54
			TOTAL ACCOUNTS PAYABLE	**$ 361,572.62**

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
September 13, 2022

Check Date	Check	Vendor Name	Description	Amount
09/13/2022	25621	ACCUSHRED, LLC	SHREDDING SERVICES	$ 58.00
09/13/2022	25622	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES	$ 3,171.00
09/13/2022	25623	AMERICAN SOCCER COMPANY, INC	SOCCER EQUIPMENT	$ 1,385.25
09/13/2022	25624	AMY INGALLS	RECREATION PROGRAM CANCELLATION	$ 70.00
09/13/2022	25625	AMY ROEMER	RECREATION PROPGRAM CANCELLATION	$ 70.00
09/13/2022	25626	ASCENSUS	AUDIT SERVICES GASB 74/75	$ 1,725.00
09/13/2022	25627	AXON ENTERPRISE, INC	BODY CAM EXPENSES	$ 5,313.69
09/13/2022	25628	BEST CHOICE HOME SERVICES	BUILDING MAITENANCE	$ 1,573.50
09/13/2022	25629	BEVERLY HILLS ATHLETIC CLUB	MINI MEET ENTRY FEES	$ 345.00
09/13/2022	25630	CATHY MOREY	RECREATION PROGRAM CANCELLATION	$ 60.00
09/13/2022	25631	CITY OF FERNDALE	INSPECTION SERVICES-AUGUST 2022	$ 4,762.50
09/13/2022	25632	DETROIT EDISON COMPANY	STREETLIGHTING - AUGUST 2022	$ 3,832.75
09/13/2022	25633	GREAT AMERICA FINANCIAL SRV	TELEPHONE LEASE AGREEMENT	$ 433.00
09/13/2022	25634	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM	$ 125.00
09/13/2022	25635	J & J AUTO TRUCK CENTER	VEHICLE MAINTENANCE-DPW	$ 150.95
09/13/2022	25636	MICH.MUNICIPAL WORKER'S COMP.	WORKER COMPENSATION PREMIUM	$ 221.00
09/13/2022	25637	MICHIGAN AMMO COMPANY	OPERATING SUPPLIES-AMMUNITION	$ 290.00
09/13/2022	25638	MIDWEST ENGRAVING	ENGRAVED BRICK ORDER	$ 110.40
09/13/2022	25639	MONIQUE HERZIG	RECREATION PROGRAM - CAMP HENNA EVENT	$ 175.00
09/13/2022	25640	OAKLAND COUNTY TREASURER	SEWERAGE DISPOSAL & TREATMENT - AUG 2022	$ 52,109.09
09/13/2022	25641	SCHEER'S ACE HARDWARE	MAINTENANCE AND OPERATING SUPPLIES	$ 76.22
09/13/2022	25642	SIR SPEEDY	ENVELOPE PRINTING SERVICES	$ 337.00
09/13/2022	25643	THORNTON & GROOMS	BERME BOND RETURN - PERMIT PB22-0003	$ 2,500.00
09/13/2022	25644	TOSHIBA FINANCIAL SERVICES	COPIER LEASE AGREEMENT	$ 988.14
09/13/2022	25645	UNIFIRST CORPORATION	MAT RENTAL AND JANITORIAL SUPPLIES	$ 213.78
09/13/2022	25646	VICTORIA DICKINSON	RECREWATION PROGRAM INSTRUCTOR	$ 548.80
09/13/2022	25647	WEX BANK	FUEL PURCHASES	$ 2,517.31
09/13/2022	25648	XFER COMMUNICATIONS	REPLACEMENT SWITCHES FOR TECH	$ 3,088.95
			TOTAL ACCOUNTS PAYABLE	**$ 86,251.33**

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
September 20, 2022

Check Date	Check	Vendor Name	Description	Amount
09/20/2022	25649	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	$ 8,654.91
09/20/2022	25650	AQUATIC SOURCE	POOL MAINTENANCE AND REPAIRS	$ 280.62
09/20/2022	25651	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS	$ 3,144.78
09/20/2022	25652	CANFIELD EQUIPMENT SERVICES	PD VEHICLE EQUIPMENT	$ 1,129.32
09/20/2022	25653	CHM GRAPICS	THEN AND NOW BOOK PUBLICATION EXPENSES	$ 6,200.00
09/20/2022	25654	CITY OF FERNDALE	FIRE PROTECTION AGREMENT-OCT 2022	$ 21,381.72
09/20/2022	25655	CITY OF FERNDALE	2022 LEAF STORAGE AGREEMENT	$ 1,425.00
09/20/2022	25656	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE AGREEMENT	$ 3,682.00
09/20/2022	25657	FATHER AND SON CONSTRUCTION	REFUND OF PERMIT FEES-3 DEVONSHIRE	$ 185.00
09/20/2022	25658	KIRK, HUTH & LANGE PLC	LABOR ATTORNEY SERVICES	$ 2,182.50
09/20/2022	25659	MANER COSTERISAN	AUDIT SERVICES	$ 9,800.00
09/20/2022	25660	NYE UNIFORM	UNIFORM PURCHASES- SALAMAS	$ 375.00
09/20/2022	25661	OAKLAND COMMUNITY COLLEGE	TRAINING CERTIFICATION-JOHNSON	$ 275.00
09/20/2022	25662	OAKLAND COUNTY TREASURER	DELINQUENT TAX COLLECTIONS	$ 23.80
09/20/2022	25663	OAKLAND SCHOOLS	UTILITY BILL PRINTING SERVICES	$ 626.18
09/20/2022	25664	SOCRRA	REFUSE COLLECTION AGREEMENT	$ 9,403.84
09/20/2022	25665	TODD TYLER	RANGE SUPPLY REIMBURSEMENT	$ 127.44
09/20/2022	25666	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	$ 648.54
09/20/2022	25667	XFER COMMUNICATIONS	COMPUTER UPGRADES	$ 1,436.50
			TOTAL ACCOUNTS PAYABLE	**$ 70,982.15**

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ELECTRONIC PAYMENTS
September 2022

Check Date	Check	Vendor Name	Description	Amount
09/13/2022	3291	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEATLHCARE BENEFITS	$ 27,257.00
			TOTAL ACCOUNTS PAYABLE	$ 27,257.00

City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: October 6, 2022

Re: Police Union Contract Agreement

Overview

Attached is a proposed contract between the City of Pleasant Ridge and the Police Officers' Union. The current contract expires on June 30, 2022. The proposed contract would run from July 1, 2022 (retroactively) through June 30, 2025.

Administration and the police officers' union negotiated the terms of the contract amicably, however, the contract has been revised from its first version to address concerns raised by the full membership of the Union. The Union ratified the current proposal on October 4, leaving City Commission approval as the final step in the process.

Background

There are no major changes in this contract compared to the terms of the expiring contract. The City and the Union have negotiated changes in health care and pension benefits as part of the expiring contract. Those changes helped to address increasing costs associated with health care and the City's underfunded pension system, and no changes to those terms have been made in the currently proposed contract.

The changes in the currently proposed contract are focused primarily on salary and procedural items related to how the department functions. A summary of notable changes follows:

- Wages have been adjusted based on benchmarks from nearby communities. The proposed patrol officer salary places Pleasant Ridge slightly above the average salary from a survey of 63 other departments across the southeast Michigan region (PR: $74,628, average: $72,367).

- Wages will increase by 3% in years two and three of the contract.

- The City will provide a stipend for new ballistic vests for officers every 5 years. This was done by policy in the past and is now being added to the contract. The amount of reimbursement has been increased as well.

- The probationary pay scale has been compressed from 5 to 4 years, and the amount of pay at each step has been increased. This is intended to improve employee attraction and retention as competition for qualified officers has increased.

The remainder of the changes are process or policy clarifications and do not have a monetary impact on the City's budget.

Requested Action

City Commission approval of the proposed agreement with the Pleasant Ridge Police Officers. The agreement will become effective retroactive to July 1, 2022 if approved.

AGREEMENT

between

The City of Pleasant Ridge

and the

Michigan Fraternal Order of Police Labor Council

Representing

the

Pleasant Ridge Police Officers

July 1, 2022 through June 30, 2025

October 4, 2022 Draft

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AGREEMENT

This Agreement entered into this first day of July, 2022, between the City of Pleasant Ridge, a municipality in Oakland County, State of Michigan, hereinafter referred to as the "City" and the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as the "Union."

ARTICLE 1. PURPOSE AND INTENT

1. The general purpose of this agreement is to set forth terms with respect to rates of pay, hours of employment, fringe benefits and other conditions of employment, and to promote orderly and peaceful relations between the City and the Union for the mutual interest of the City of Pleasant Ridge, its employees and the Pleasant Ridge Police Officers Association, its members, and the residents of the City of Pleasant Ridge.

2. The parties recognize the essential public services involved and that the interests of the community and the job security of-the employees depend upon the success of the City and the Union in establishing proper service to the residents of the City.

3. The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any dispute arising between the employees and the management be adjusted and settled in an orderly manner, without interruption of said service to the public.

4. To these ends the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES AND AGREEMENTS HEREINAFTER CONTAINED, IT IS AGREED THAT:

ARTICLE 2. RECOGNITION OF THE UNION

1. The City recognizes the Michigan Fraternal Order of Police Labor Council as the sole and exclusive bargaining agent to the extent permitted and required by Act 333, Public Acts of 1947 as amended by Act 379, Public Acts of 1965, for all uniformed police officers of the City of Pleasant Ridge below the rank of Sergeant who are sometimes hereinafter referred to as employees.

2.

    a. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

    b. Each employee who becomes a member of the Union must sign the Union's Application for Union Membership and Authorized Dues Deduction Card and shall do so with the understanding that the dues authorization and assignment shall be revocable at any time upon receipt of sixty (60) days' notice to the Union. Authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

c. The Employer shall retain original Application for Union Membership and Authorized Dues Deduction Cards and the Union shall retain copies of the Cards. (In the case where the employee signs using an electronic signature, both parties shall retain the electronic copy.) The Employer shall not deduct any dues from any employee without a Card signed by the employee.

d. All sums deducted from an employee's pay as provided for in this Agreement shall be forwarded by the City to the Michigan Fraternal Order of Police Labor Council at 1457 East 12 Mile Road, Madison Heights, Michigan 48071 and shall be made payable to the Fraternal Order of Police Labor Council. In the event a refund is due any employee for any sums deducted from wages earned and paid to the FOPLC, it shall be the responsibility of the affected employee to obtain the appropriate refund from the Michigan Fraternal Order of Police Labor Council.

e. Employees who choose to become a member of the Union may resign their membership at any time by notifying the Union, but may still be responsible for dues and fees for a period of sixty (60) days after notifying the Union as set forth in Subsection B.

f. The shall indemnify the City against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action the City for the purposes of complying with the provisions of this Article.

g. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

h. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

i. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

j. The employer agrees to deduct Union dues once each month from the pay of the employees who have requested that such deductions be made as set forth in Subsection C.

3. The City agrees to negotiate with the Union on matters relating to rates of pay, hours and conditions of employment, fringe benefits and other matters contained in this Agreement.

4. Employees and Union representatives all have the right to join the Union; to engage in lawful concerted activities for the purpose of collective negotiations or bargaining as to rates of pay, wages, hours of employment, fringe benefits or other conditions of employment or other mutual aid and protection; to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, free from any and all restraint, interference, coercion, discrimination or reprisal.

5. The Union agrees to save and hold harmless the City from damage or other financial loss which the City may be required to pay or suffer because of enforcing the provisions of this Article.

6. The parties agree that the City may institute a part-time officer program. The part time officers will receive an hourly salary (no greater than the hourly salary set forth in the contract) as determined by the City. The City may credit prior law enforcement service and advance the employee on the salary schedule at the discretion of the City. The Department may not utilize part-time officers for more than an aggregate total of one hundred (100) hours per week. The hour maximum will not apply if all full-time officers decline an overtime assignment and the part- time officer works the hours.

ARTICLE 3. RECOGNITION OF MANAGEMENT'S RESPONSIBILITY

1. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, are solely the responsibilities of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are:

   The right to decide the number and location of its facilities, station, etc.; work to be performed within the unit; maintenance and repair; amount of labor and supervision necessary; machinery and tool equipment; methods; schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; and the right to purchase services of others, by contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

2. It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

3. The City may, in its discretion, modify the duties of officers under this agreement to include the duties of a public safety officer. The City may further, in its discretion consolidate or merge services with other municipalities. Should the city choose to undertake a public safety officer program, the rates of compensation to be paid to officers under this agreement for the performance of public safety duties shall be subject to collective bargaining.

ARTICLE 4. REPRESENTATION AND BARGAINING

1. The Union shall be represented in all negotiations by the Michigan Fraternal Order of Police Labor Council and by a committee of not more than two (2) representatives elected by the membership. Any changes in the bargaining committee shall result in written notification to the other party.

2. The Union may be represented by legal counsel at any time.

3. On duty officers who are members of the committee shall be permitted to negotiate a working agreement and process grievances without loss of pay or benefits. However, the City shall endeavor to schedule negotiations when bargaining members are off duty. Grievance processing will not unreasonably interfere with police duties and responsibilities.

ARTICLE 5. JOINT RESPONSIBILITY

1. There shall be no strikes, concerted failure to report to work, picketing, slowdowns, or stoppages of work, during the term of this Agreement or during any period while negotiations are in progress between the parties hereto, for the amendment or renewal of this Agreement.

2. The City will not lock out an employee during the term of this Agreement or during any period while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

ARTICLE 6. SENIORITY

1. Probationary Period for New Hires

    a. A new employee shall be a probationary employee until he has served for a period of one year from his date of employment. This probation is designed to acquaint the new employee with his work responsibility and management with the employee's work ability and attitude in the position. An employee may be terminated at any time during this probationary period.

    b. The probationary period may be extended for a period of up to one additional year for good cause at the discretion of the Chief of Police. At any time during this additional year, the employee may be discharged or recommended for placement as a permanent employee upon the written recommended by the Chief to the officer, Association and management. At the end of the probationary period the employee shall be entered on the seniority list as of the first day of his employment, or he shall be discharged from the department for failing to qualify.

    c. Probationary employees shall have a performance review discussion with the Chief of Police every three (3) months during the probationary period. A copy of the evaluation checklist report shall be given to the probationary employee after the discussion.

2. The "Department" for purpose of seniority shall be the Police Department.

3. Seniority shall terminate if the employee:

    a. Resigns, quits or retires.

    b. Is discharged for just cause and is not reinstated.

    c. Is absent for three (3) consecutive work days without notifying the City, unless as a result of justifiable cause.

    d. Files a false reason to obtain a leave of absence or fails to return to work within three (3) days after termination of any leave of absence without a bona-fide excuse acceptable to the City.

    e. Separates from the City following settlement covering total disability.

4. The Selective Service Act as presently existing or subsequently amended shall govern the re-employment right of servicemen.

5. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extension thereof.

6. The City shall keep a seniority list of all Police Department employees. Each January 15th and July 15th an updated seniority list shall be provided by the City to members of the Pleasant Ridge Police Officers Association.

7. Employees shall notify the City of their proper post office address or change of address, and the City shall be entitled to rely upon this address for all purposes.

8. The selection of work shifts, vacations and holiday weeks will be by departmental seniority. The Chief of Police shall allow all patrol officers to select assignments by seniority. The shifts shall be set by the City. These shifts shall be set for a specific length of time, to be considered a shift period.

ARTICLE 7. LAYOFFS

When there is an indefinite reduction of employees in the Police Department, the following procedure shall govern in making layoffs. Nothing herein shall prevent the Association and the City from negotiating the work schedule to curtail layoffs.

1. All part-time employees shall be laid-off first. Part-time officers shall not be hired or brought back to work until all laid off, full time police officers have returned to work; or laid off full time police officers have severed employment with the City.

2. If additional layoffs are necessary, lowest seniority employees shall be laid off first.

3. Upon layoff of any employee, he shall be entitled to all his accrued sick leave, holidays, vacation leave and personal business days.

4. Recalls from layoff shall be by order of highest seniority, provided the employee is able to perform the work required.

5. Employees on the seniority list, when recalled to work, shall be given two calendar weeks' notice in which to report for work. Recalls shall be made by certified mail, return receipt requested. Copies of notices shall be given to the Association.

6. If any employee fails to report within two calendar weeks after being notified, or fails to file a satisfactory explanation acceptable to the City for not reporting, he will be considered as having voluntarily resigned.

7. The City may recall the next employee in order of seniority pending the reporting of the seniority employee recalled.

8. When employees are recalled to work or are laid off, the Association shall be given the names and order of recall or layoff.

ARTICLE 8. PROMOTIONS

1. Promotions of employees covered by this agreement to the rank of Sergeant shall be on a competitive basis. The process will consist of a written and oral exam. The oral exam shall be a board review conducted by three command officers from other departments not familiar with department members.

2. Eligibility for promotion shall be limited to employees who have completed five (5) years as a full time sworn police officer and successfully completed probation in Pleasant Ridge, as of the date of the written exam.

3. A promotion list will be established based on evaluation criteria including written, oral, and/or assessment style testing. The weighting and type of evaluations to be used will be determined by the City prior to the start of the promotion process.. Candidates who receive a combined score of less than 70% will be disqualified. If no candidate achieves a 70% score the City may choose to re-test, or to choose to not disqualify the candidates and use the scores.

4. When making a promotion, the City may select from the top three candidates on the promotion list.

5. The promotion list will expire 24 months from the date of publication, or at any time when there are fewer than two (2) candidates on the list.

6. The employee who is promoted will be granted a one (1) year probationary period to prove his/her ability. During the probationary period, the employee will have the opportunity to voluntarily revert to their former classification/rank and former rate of pay without loss of seniority. If it is determined by the City in its sole discretion at any time during the probationary period that the employee cannot perform the duties of their new position, they will be returned to their prior position without the loss of seniority, and neither the employee nor the Union shall have recourse to the grievance procedure over such return.

ARTICLE 9. SICK LEAVE

1. Sick leave is defined to mean the absence from duty of an employee because of his illness, incapacity or exposure to contagious disease.

2. Sick Leave Credits: Employees shall earn eight (8) hours of sick leave with pay for each calendar month of service completed, for an accrual of 96 hours per year

3. Sick Leave Use: Sick leave credits may be used at any time during the year when authorized pursuant to this Agreement.

4. Days Off, Holidays and Vacation Leave: Computation of sick leave days used shall not include regular days off, vacation leave or holidays.

5. Proof of Illness or Injury: The City may require a certificate from a doctor or other evidence that the illness or injury is bona fide prior to allowance of sick leave compensation. Medical certification shall not be required until after the third day of illness or injury.

6. Reporting Illness: Any employee who becomes ill and/ or unable to report for work at the established time set by the Chief or his designee for his shift to begin must, unless circumstances beyond his control prevent such reporting, notify the officer on duty at least two hours prior to the starting time of his shift on the first day of his absence and each day thereafter if not hospitalized, or sick leave pay will not be granted. Failure to do so may result in disciplinary action, subject to the grievance procedure.

7. Illness Not Qualifying for Use of Sick Leave Credits: No employee shall be paid for sick leave while absent from duty because of the following causes:

    a. Disability arising from any injury purposely self-inflicted.

    b. Sickness or disability sustained while on leave of absence.

8. An employee with accumulated sick leave credits may use such if he is absent during his scheduled work hours because of:

    a. His bona fide personal illness or injury.

    b. The serious illness or injury of a member of his immediate family, namely: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, stepfather, stepmother, or guardian.

    c. A maximum 80 hours of sick time may be used for the birth of a child.

9. Employee's Presence Required: Sick leave credits may be used in surgical cases or critical illness of the members of the immediate family when the employee's presence is required by the attending physician to a maximum of seven 7 days, and the physician so certifies.

10. Sick Leave Credit Bank: Sick leave earned and not used may be accumulated in the employee's sick leave bank from year to year, to a total of four hundred eighty (480) hours. For all full-time employees hired after July 1, 2018, the maximum accumulation shall be three hundred sixty (360) hours.

11. Vacation, Holiday Use for Sick Leave: If the employee so elects, after all accrued sick leave credits have been used, vacation leave, holiday leave, personal business days and emergency leave days may be used and payment made therefore, to the extent of vacation leave and personal business days accrued, to which the employee is entitled.

12. Action Following Payment for All Leaves: When the employee is not working and receives his last check for sickness or disability, he will be placed on leave without pay for a period equal to his seniority at the time of layoff or one (1) year, whichever ends first. If at the end of that time, the employee is still unable to return to work, his employment shall be terminated. The employee shall be eligible for re-employment, provided he has completely recovered and has a doctor's certificate to that effect, subject to City physical examination and approval.

13. Protecting the Sick Leave Plan: The Union agrees to share the responsibility in protecting the Sick Leave Plan from abuses by employees, recognizing that the plan is intended to provide pay coverage under situations of actual need as outlined in the foregoing paragraphs.

14. Transfer of Sick Leave Credits: Each employee may transfer up to a maximum of eighty (80) sick hours credit from his sick leave bank when such employee is on leave due to non-duty illness, injury or disability after the employee has used his personal business days, vacation days and holidays. An employee may elect to use his/her accumulated overtime prior to or after. transferring sick leave credits from another employee.

15. Record of Sick Leave Bank: Each July 1, the Chief of Police will provide to each member of the bargaining unit a list showing accumulated time in each employee's sick leave bank. If an employee believes that an error has been made, he shall notify the Chief of Police by no later than August 1. If the employee believes the list to be correct, he shall, as well, notify the Chief of Police by no later than August 1. The final list will be given to all bargaining unit members by no later than August 20th.

16. Retirement: On his day of retirement from the City, each employee shall receive compensation equal to his then daily rate of pay multiplied by the number of hours remaining in his sick hours bank, not to exceed 480 hours for officers hired before July 1, 2018, and not to exceed 240 hours for officers hired after July 1, 2018.

17. Voluntary Separation and Separation because of Death: On his day of voluntary separation from city employment, having completed eight (8) years of service, an employee shall receive compensation equal to his then daily rate of pay multiplied by the number of days remaining in his sick hour bank not to exceed four hundred eighty (480) hours. In the event of termination of employment because of death, the decedent employee's spouse and/or other beneficiary shall receive a benefit equal to such employee's then daily rate of pay multiplied by the number of hours remaining in his sick bank, not to exceed four hundred eighty (480) hours.

18. Discharge: In the event of the employee's discharge for-just cause, all accumulated or unused sick hour credits shall be canceled and not paid.

19. Workmen's Compensation Supplement: Any employee sustaining either disability or injury received in the discharge of his or her duties as an employee of the City, shall receive for one hundred and eighty (180) days period from the City, an amount to supplement income received under the Workmen's Compensation Act of Michigan, sufficient to maintain his or her income from both sources at an amount equal to his or her regular salary or wages. This one hundred and eighty-day (180) day period shall not be deducted from the employee's sick leave bank.

20. When an employee begins a fiscal year at his/her maximum accumulation in the sick leave back, or reaches their maximum accumulation during a fiscal year, the employee shall continue to accrue 8 hours of sick time per month during the year. At the end of the fiscal year, any unused sick time in excess of their maximum allowed accumulation will be forfeited.

    If the employee ends a fiscal year with more than their maximum allowed accumulation in the sick bank, and used 48 or fewer sick hours during the course of the preceding fiscal year, the employee shall be paid for 50% of the forfeited sick time at straight time on the first pay period in July.

    example 1: an employee has 480 hours in their sick bank on July 1, 2018. The employee accrues an additional 96 hours of sick time during the year, but uses 36 hours, leaving them with 540 hours in their sick bank on June 30, 2019. The 60 hours of excess sick time are eliminated and the sick bank resets to 480 hours on July 1, 2019, and the employee is paid for 30 hours (50% of the eliminated 60 hours) at straight time at the preceding fiscal years' pay rate with the first pay period in July.

example 2: an employee has 480 hours in their sick bank on July 1, 2018. The employee accrues an additional 96 hours of sick time during the year, but uses 60 hours, leaving them with 516 hours in their sick bank on June 30, 2019. The 36 hours of excess sick time are eliminated and the sick bank resets to 480 hours on July 1, 2019, but the employee is not paid for any of the eliminated sick time because they used more than 48 hours during the preceding fiscal year.

example 3: an employee has 460 hours in their sick bank on July 1, 2018. The employee accrues an additional 96 hours of sick time during the year, but uses 36 hours, leaving them with 520 hours in their sick bank on June 30, 2019. The 40 hours of excess sick time are eliminated and the sick bank resets to 480 hours on July 1, 2019, and the employee is paid for 20 hours (50% of the eliminated 60 hours) at straight time at the preceding fiscal years' pay rate with the first pay period in July.

ARTICLE 10. BEREAVEMENT LEAVE

1. An employee shall be allowed up to three (3) working days, five (5) days if out of state, as bereavement leave days, for each death in the immediate family. Bereavement leave days taken in excess of three working days will be deducted from employee's sick leave bank.

2. Immediate family is defined as follows: spouse, child, mother, father, brother, sister, stepmother, stepfather, grandmother, grandfather, guardian and spouse's immediate family.

3. Proof of Death: The City may require a certificate from a doctor or other evidence of death.

4. To be eligible for pay the employee must notify the Chief of Police or his designee of the leave.

ARTICLE 11. VACATION LEAVE

1. Vacation leave is authorized absence from duty with pay.

2. Vacation Earned: As of July 1, eligible employees shall receive:

   40 hours at the beginning of year 2
   80 hours at the beginning of year 3
   120 hours at the beginning of year 6
   160 hours at the beginning of year 11
   176 hours at the beginning of year 16

3. Vacation picks shall be picked in "draft style" by all employees below the rank of Sergeant in the police department by departmental seniority in one-week increments.

   After all employees have chosen one week of vacation, the second round starts with the highest seniority person for a second pick for a week vacation.

   Should an employee choose to pass any of their selections in any of the rounds, the employee that passed his selection may not bump an employee that has already chosen a specific week from the "draft" pick.

Once the vacation draft picks have been completed they shall be turned over to the Police Chief or his designee for scheduling and record keeping purposes.

Individual vacation days are not included in this draft style of picks. One-week vacation leave will take priority over individual vacation leave days.

No more than forty-four (44) hours of vacation time shall be scheduled in any given week.

The vacation picks process shall commence by no later than May 15th of each year.

4. Employees shall accrue vacation time during their first year of service. This vacation time will not be used until the following fiscal year. At the start of the following fiscal year, each employee shall be credited with vacation time prorated based on the actual time worked during the previous year.

5. Earned Vacation: Employees shall receive credit for a month's work for every month in which they work at least 80 hours, excluding vacation time and time coming.

6. Vacation Deferred: Vacation leave cannot be accumulated or deferred from one fiscal year to another.

7. Vacation Pay Allowed: Employees shall be allowed vacation pay in any of the following instances:

    a. Any employee who is denied permission to take his vacation leave shall at their discretion be paid for such canceled vacation on the next scheduled pay day.

    b. Any employee who gives twenty-one (21) calendar days' notice regarding termination of his employment with the City shall be entitled to his regular pay, compensatory time and for any unused portion of his vacation time, as of date of separation.

    c. Any employee who is placed on indefinite layoff may be paid, at his option, his accrued and unused vacation time at the time of such layoff.

    d. In the event of an employee's death, all vacation leave earned will be paid, at the then rate of pay, to his widow and/or other beneficiary.

8. Vacation Pay Not Allowed: Employees shall not be entitled to accrued vacation pay if any of the following apply:

    a. If an employee separates himself from the City because of absence without leave.

    b. If an employee fails to give at least twenty-one (21) calendar days' notice in advance of termination date.

    c. If a probationary employee leaves the employee of the City before completing his probationary period.

    d. If an employee is discharged for just cause.

9. Vacations will not be changed or canceled except by mutual agreement by the employee and the City. If vacation time is canceled due to a serious situation that cannot be anticipated by either

party, the employee will be paid double time (2x) his rate of pay. Canceled vacation time will not be deducted from the vacation time bank.

ARTICLE 12. HOLIDAYS

1. An employee with one year of service prior to July 1 shall be granted a holiday leave of 112 hours for the following fourteen (14) paid holidays: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Presidents Day, Good Friday, Easter, Memorial Day, and the officer's Birthday.

   An officer with less than one (1) full year of service prior to July 1 will be granted a holiday leave equal to the number of holidays that fell during the period of employment.

2. Holiday Leave Defined: Holiday Leave is leave granted, with pay.

3. Holiday Leave Granted: The City grants fourteen (14) paid holidays, identified above.112 hours for paid holidays shall be placed in a holiday bank on July 1 of each year. On or before that date, the employee may request to have the entire 112 hours be paid or placed in the Holiday Bank or he may request a minimum of one-half of the 112 hours (56 hours) to be placed in the Holiday Bank and the remaining 56 hours paid on his next regular paycheck.

   Banked holidays must be used within that fiscal year (July 1 to June 30). Holidays may be used separately or in conjunction with vacation leave, both subject to the approval of the Chief of Police. Holiday leave will be selected by departmental seniority.

   Employees that work a holiday will receive compensation at the rate of time and one-half for a maximum of eight hours.

4. Holiday Pay Allowed: Holiday pay will be paid when:

   a. Departmental work load prevents taking time off.

   b. Employee gives twenty-one (21) calendar days' notice prior to separation from the City.

   c. If an employee is placed on indefinite layoff.

   d. In the event of an employee's death, all leave earned w be paid at the then rate of pay to the employee's spouse and/or other beneficiary.

5. Holiday Pay Not Allowed: Employees shall not be entitled to accrued holiday pay if any of the following apply:

   a. If an employee separates himself from the City because of absence without leave.

   b. If an employee fails to give at least twenty-one (21) calendar days' notice in advance of termination date.

   c. If a probationary employee leaves the City before completing his probationary period.

d. If the employee is discharged for just cause.

6. The Association allows the City to utilize the relief shift personnel and/or part-time employees to cover requested personal business days in attempt to minimize overtime.

7. If holiday week leaves are canceled due to work load, employee will be notified in writing seven (7) days prior to the holiday time.

8. All payments under this article shall be in the next payroll period.

ARTICLE 13. PERSONAL TIME

1. Personal Business Time Granted: Personal business time is leave with pay to permit the employee to dispose of any personal business. This time may be used in conjunction with holiday time or vacation time. Employees are granted 36 hours of personal business time per year. Employees will be guaranteed personal business time by providing at least fifteen (15) day advance notice in writing. The Association agrees that one officer may use personal business time per any given day. Personal business time may not be used for the fourteen (14) designated holidays, unless an agreeable arrangement can be reached with whoever must work to cover that shift.

2. Physical fitness standards will be determined by the City and the union. Officers meeting said standards will receive 12 hours of extra personal business time, provided that the use of the personal business time cannot create overtime without prior approval of the Police Chief or his/her designee. Participation in such standards is strictly voluntary and there will be no discipline issued as a result of this section.

3. Emergency Personal Business Time Granted: Of the 36 hours of personal business time granted in subsection 1, above, 24 hours may be used as emergency personal business time with approval of the Chief. Emergency personal business time does not require 15 day minimum advance notice.

ARTICLE 14. UNIFORM ALLOWANCE

The City grants to each employee:

1. The uniform allowance for patrol officers will be $750.00. Uniforms shall be kept in excellent condition according to the standards of the City. This amount shall be paid annually to the officer with his/her first paycheck in July. The Police Chief may compel an officer to replace worn or disheveled uniforms or equipment at the officer's cost.

2. The uniform maintenance and cleaning allowance for patrol officers will be $600.00 to be paid annually in one check with his/her first paycheck in December.

3. When any new employee is hired the City will provide the employee with all uniforms and equipment required to be worn by the patrol officer.

4. Uniforms damaged beyond repair in the line of duty will be replaced by the City with no charge to the employee's allowance.

5. Any employee who is terminated is required to return his uniform(s) and any other City equipment in reasonable condition prior to receiving his final paycheck.

6. If an employee resigns during his first year of employment the employee will be required to reimburse the City the full cost of any uniforms/equipment purchased by him with the uniform allowance. The employee is also required to return any City identification cards, shoulder patches and badges which identify them as a Pleasant Ridge Police Department employee.

7. Starting September 1, 2022 and every five years thereafter, the City will provide up to $1,000 towards the purchase of new ballistic vests for all officers. The employee may choose to purchase a more expensive vest with the employee contributing the excess cost over $1,000. The City agrees to pursue all available grant funding to offset the cost of vests.

ARTICLE 15. TRAINING and EDUCATION

1. Training. The City promotes policies, programs, and training for officers to maintain a professional department and to enable officers to better serve the community.

2. Overnight accommodation shall be provided by the City for any multi-day training program that is located more than 75 miles from the City, or for any one-day training program that is located more than 100 miles from the City. The City shall also provide a $20 per diem for meals for any training that qualifies for overnight lodging.

3. The City shall provide a $10 per diem for meals for any off-site training located within Oakland, Macomb, or Wayne Counties where lunch is not provided as part of the training program.

4. Tuition Reimbursement. After three years of seniority, the City will reimburse an employee up to $1,000 per calendar year toward the cost of higher education at a State of Michigan accredited college or university for classes related to the field of police work (e.g. law enforcement, criminal justice, etc.) with prior approval by the City Manager. Reimbursement may include cost of tuition and/or books required for the course. To qualify for reimbursement, the employee must show official proof of at least a 3.0 GPA.

ARTICLE 16. LIFE INSURANCE, LIABILITY INSURANCE, and DISABILITY INSURANCE

1. The City will provide the full premium for group term life insurance, Double Indemnity, in the amount of fifty thousand dollars ($50,000.00).

2. The City will provide basic liability insurance coverage in the amount of $10,000,000 in accordance with its existing public liability insurance policy.

3. The City will provide short and long-term disability insurance for all officers. The policy will have the following minimum level of benefits:

    a. Short Term Disability Benefits: 50% of base pay with $500 weekly maximum following a 15-day waiting period, with a 24-week maximum benefit duration.

b. Long Term Disability Benefits: 60% of base pay up to a maximum monthly benefit of $4,000 following a 180-day waiting period. The ending age for coverage shall be 65, and the term disability shall be as defined in the City's selected policy.

ARTICLE 17. HOSPITALIZATION - MEDICAL COVERAGE

1. Active Employees.

   a. The City will provide full-time active employees with medical and prescription drug benefits consistent with the Platinum metal tier as defined under the Affordable Care Act. The health care plan shall be a Blue Cross Blue Shield of Michigan plan. The Platinum level of benefits may be achieved through a combination of medical insurance and cash contributions to a Health Savings Account. The combination of medical insurance and Health Savings Account contributions will be determined prior to the beginning of each calendar year to remain compliant with the Affordable Care Act. New employees shall become eligible to participate in the hospitalization plan on the first day of the month after ninety (90) days of employment with the City. In the first ninety (90) days of employment a new employee may purchase coverage through the City at their own expense.

   b. The City shall provide for dental coverage, Community Dental Plan 2 w/DO- FACR, with a maximum $1,000.00 per member, through agreement with Blue Cross-Blue Shield of Michigan.

2. Retiree Health Care (employees hired before July 1, 2017).

   a. The City shall provide health insurance, optical insurance and dental insurance the same as effective upon retirement date for employee/retiree and spouse who retire under MERS with a minimum of 25 years of service and age 50. For purposes of this section, "spouse," means that person to whom the employee is married, if any, on the date of retirement. The foregoing insurance shall not be provided if the retiree is eligible for health insurance equal to or better than what is offered by the current employer of the retiree. If in disagreement between the City and Retiree of "equal to or better than", an independent insurance consultant agreed upon by both parties will decide equal to or better than. All fees for consultant to be covered evenly between the City and Retiree. Upon reaching Medicare eligibility, the retiree shall be responsible for enrolling in and receiving coverage under Medicare Part A and B. The health, dental and optical insurance shall be the same as then provided to active employees.

   b. The City shall provide Michigan Blue Cross-Blue Shield Blue Vision (24/24/24) Optical Program, providing for coverage for employees and family examination once each two years, and glasses provided to those needing corrective lenses.

   c. The City shall provide Michigan Blue Cross-Blue Shield Optical Program for employee/retiree and spouse who retire under Municipal Employees Retirement System.

3. Retiree Health Care (employees hired after July 1, 2017). Employees shall be provided a retiree health savings plan in lieu of employer-provided retiree health insurance. The Employer will contribute 3% of base wage on behalf of each employee for each month in which the employee is compensated at least 120 hours. The employee will also contribute 1% of base wage into the RHSP,

pro-rated monthly, through payroll deduction. Employee accounts will be invested in a qualified plan under the provisions of the Internal Revenue Service. Employees who retire or otherwise terminate employment with the City will be entitled to apply their contribution and their vested City contribution for qualified medical expenses including the cost of health insurance in accordance with IRS regulations. Employees will be vested in the City contributions under the plan according to the following schedule: two years of seniority: 25%, four years of seniority: 50%, six years of seniority: 100%.

4. Health Insurance Buy-Out. Any employee who voluntarily elects not to obtain medical/optical/dental coverage shall be entitled to a three thousand ($3,000.00) yearly cash payment if coverage is not provided for the entire year. Payments shall be made by separate check on the first paycheck in December and the first paycheck in July of each year to cover each preceding six (6) month period. An employee may re-enroll during the enrollment period established by the carrier. If this occurs payments will be prorated accordingly.

5. Employees will be allowed to fund the co-pay from the sick leave bank if it is necessary to use a non-network physician, hospital or drug store.

ARTICLE 18. RATES OF PAY

1. Police officers covered by this agreement shall receive the following base rate of pay:

   Fiscal Year beginning July 1, 2022: $74,628.15 ($35.88 hourly)
   Fiscal Year beginning July 1, 2023: 3% increase
   Fiscal Year beginning July 1, 2024: 3% increase

   For the purposes of this section, the cost-of-living increase shall be the most recent available inflation rate multiplier used in the capped value formula published by the State of Michigan Department of Treasury. The City shall provide the inflation rate multiplier bulletin published by the State of Michigan to the Union and the membership as soon as it is available, which is usually in the December preceding the beginning of the next fiscal year.

2. Officers certified as Emergency Medical Responders (formerly known as Medical First Responder training) as of July 1, 2022 shall be compensated with a $0.50 hourly wage increase beyond the above listed wages. The City shall be responsible for the cost of training and certification of the Officer as an Emergency Medical Responder.

3. Probationary Pay: Probationary pay is defined as the rate of pay for a new employee during the first four (4) years of employment with the City. The City may, at its discretion, start a new officer at any of the probationary pay steps based on the employee's prior experience. Probationary Pay shall be as follows:

   a. Start to 1st year 80%

   b. At start of 2nd year 87.5%

   c. At start of 3rd year 95%

   d. At start of 4th year 100%

4. All employees will be paid by electronic funds transfer every two (2) weeks on Wednesday.

ARTICLE 19. RETIREMENT

1. Employees Hired Before July 1, 2017:

   a. The City shall provide a system of retirement benefits under Plan B-4 (2.50% F.A.C.) effective July l, 1998 pursuant to the Michigan Municipal Employees Retirement Act, being Public Act 135 of 1945, as amended for employees hired prior to July 1, 2011.

   b. The City agrees to elect to waive the provisions of Section 47 of the above Act, relating to the reduction of benefits in the case of retirement prior to age 60, provided, however, that the election shall provide that such waiver shall be limited to employees who have 25 or more years of credited service.

   c. The City shall provide a vesting period upon completion of eight (8) years of service.

   d. Employees shall contribute 2.5% of payroll to MERS.

2. Employees Hired After July 1, 2017. The City shall provide a MERS Hybrid Plan with the following retirement benefits:

   a. The Defined Benefit ("DB") component shall consist of the following provisions:

      (i) Benefit Multiplier of 1.0%.

      (ii) Final Average Compensation (FAC) shall be based on the highest consecutive 3 years.

      (iii) Compensation for the DB portion of the Plan is defined as base wages.

      (iv) Vesting shall be 6 years.

      (v) Early normal retirement with unreduced benefits at age 55 with 25 years of service.

      (vi) The DB component shall be exclusively funded by the City, with no member contributions permitted.

   b. The Defined Contribution ("DC") component shall consist of the following provisions:

      (i) Vesting:
      25% after 2 years of service
      50% after 4 years of service
      100% after 6 years of service

      In the event of disability or death a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

      (ii) Early normal retirement at age 55 with 25 years of service.

(iii) The City contribution shall be the difference between the percentage of payroll contributed by the City to fund the DB Component of this Plan as determined annually by the Plan's actuaries (both normal and UAL costs) and 9.0%. There shall be no minimum City contribution to the DC Component of this plan should the cost to fund the DB Component meet or exceed 9.0% of payroll.

(iv) The mandatory Employee contribution to the DC Component of the Plan shall be 5.0% of payroll. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code.

3. The notice requirements for the employee's eligibility for any pay or fringe benefit payment shall be revised to provide twenty-one (21) calendar days' notice of resignation.

ARTICLE 20. HOURS OF WORK AND SHIFTS

1. Shifts: A shift is defined to be eight (8), ten (10), or twelve (12) consecutive hours of service performed by an employee, unless modified by the Chief due to circumstances of emergencies. Overtime shall not be paid for these shifts until an employee exceeds the eight (8), ten (l0), or twelve (12) hours of work scheduled for that shift. Overtime shall be paid for any hours of service performed by an employee in excess of eighty (80) hours per two-week pay period. The City shall establish the shifts, the working hours for each, and the employee assigned to each shift. The city shall not schedule more than 44 hours of work on consecutive days, without providing two (2) consecutive days off (excluding special event scheduling, training, or overtime).

2. Schedules shall be selected annually by seniority. Opportunity for shift selection shall be initiated on May 15 of each year. The first shift period shall start on the first Sunday in July, and the last shift period shall end the Saturday prior to the first Sunday in July. Actual shift starting times and days off for each shift shall be selected by the City.

3. The City shall not schedule split days off unless agreed upon between the City and the Police Officer.

4. Officers shall be allowed to trade shifts with prior approval by the Chief of Police. Such approval shall not be unreasonably withheld. Trading shifts shall not cause the payment of overtime.

5. Unless authorized by the Chief of Police, no more than sixteen (16) hours paid leave shall be authorized per day and no more than eighty (80) hours paid leave in each calendar week shall be authorized by the Department for Police Officers. This provision shall apply to the use of personal business days in conformance with the contract, or those situations in which additional hours over and above eighty (80) hours would not cause the payment of overtime.

6. The schedule of work will be posted in the Department at least two weeks before the workweek. The schedule will be signed and dated by the Chief of Police or the Command Officer. A workweek begins Sunday at 12:01 AM. and ends Saturday at 12:00 A.M

ARTICLE 21. ATTENDANCE

1. Employees are expected to be regular in their attendance and to observe the working hours established by the Chief.

2. Habitual tardiness and absenteeism may be cause for disciplinary action, up to and including discharge.

3. Arrangements for time off must be made with the Police Chief or his designee in advance, and in accordance with the provisions of leave regulations under which the time off is to be taken.

4. .A continuing record of each employee's vacation leave, sick leave and all other absences shall be kept by the Chief on the employee's personnel record and shall show all leaves earned and used and all other absences.

5. A new employee will not be allowed to take earned time off for the first sixty (60) days of employment other than scheduled time off and emergency sick time, as approved by the Chief of Police. All Holidays worked during the first sixty (60) days will be considered to have been earned on the sixty-first (61st) day of employment. All earned time off will be paid on a prorated basis and may be taken in the following year of employment.

   For example, an employee is hired on January 1, 2019 and works through June 30, 2019, or 50% of the year 2019. On July l, 2019, that employee has earned and will receive 50% of the total time off entitled to a one (1) year employee (i.e. vacation, holidays and personal business days). Those earned days may be taken during the fiscal year of July 1, 2019 through June 30, 2020.

ARTICLE 22. ARMED SERVICES

Employees who are members of the National Guard or other such units of the Armed Forces are permitted to take leaves of absence without pay during the annual training period of their units. This leave shall not exceed two (2) weeks during each fiscal year unless required by proper government authority.

ARTICLE 23. LEAVE WITHOUT PAY

1. Seniority employees may be granted leaves of absence without pay for periods up to thirty (30) days for reasons acceptable to the City. All requests for leaves without pay shall be in writing. Extensions may be granted, in writing, where proper justification is shown. Seniority shall accumulate during approved leaves.

2. Employees granted a leave of absence shall not accrue vacation or sick leave or any other leave credits or other leave days during the leave of absence.

3. The employee shall be reinstated in his former position upon expiration of his leave and his return to duty on time, Should the employee fail to report for duty within three (3) days after expiration of the leave of absence, such failure may be cause for dismissal.

ARTICLE 24. JURY DUTY

When an employee is required to serve on a jury, he will be excused from his regular duties on the days he is required to and does appear in court. On days when his attendance in court is not necessary, the employee will be required to work all scheduled hours on his shift. The city will pay the employee his regular rate of pay while he is on jury duty. Any jury pay or fee must be turned over to the City Treasurer.

ARTICLE 25. SUSPENSION OF LEAVES

1. Leaves provided for in this agreement may be temporarily suspended during any period of emergency declared by the City.

2. It is agreed that leave time will be suspended beginning the afternoon shift of the Thursday before the Annual Woodward Dream Cruise event through the day shift the Sunday following the event.

ARTICLE 26. OVERTIME

1. Compensatory time will be awarded on a time-and-one-half basis for any time worked beyond the regularly scheduled forty (40) hours (or 44 hours if on a 12-hour schedule). Each employee may accumulate up to a maximum of one hundred and twenty (120) hours of compensatory time. The use of compensatory time is subject to prior Department approval and shall not cause overtime. Each July, in the first pay period, employees may choose to be paid for any portion, or all, of their accumulated compensatory time.

2. Field Training Officers will accrue two hours of compensatory time for each full shift worked with a probationary employee.

3. Court time shall be fixed at a minimum of three (3) hours overtime for all municipal court appearances, other City Courts, Probate Courts, and Circuit Court appearances. Court overtime shall be at the indicated time-and-one-half basis. For paid Court appearances the employee shall receive his regular days' pay, but must turn over to the City the fees received for his appearance in Court.

4. Overtime shall be credited after the first fifteen (15) minutes past the end of the duty shift, or fifteen (15) minutes before the shift, and shall be adjusted to the closest half-hour period. Overtime shall also apply when an off-duty officer is called in and reports in response to such call.

5. In-service training time, including range training, outside of the normal shift schedule shall be credited as overtime. Employees shall receive a minimum two- hour call-in for training classes canceled after the employee's arrival.

6. Pay for overtime, compensatory time and court time shall be at the employee's option.

7. A minimum of two hours overtime shall be provided for all call-in overtime.

8. All overtime accumulated in the officer's overtime bank shall be paid, at the then rate of base pay and at the time-and-one-half rate, to the officer when he leaves the Department or, upon his death, to his widow and/or beneficiary.

9. Each July 15th, the Chief of Police will provide to each member of the bargaining unit a list showing accumulated overtime in each employee's overtime bank. If an employee believes that an error has been made, he shall notify the Chief of Police by no later than August 15th. If the employee believes the list to be correct, he shall, as well, notify the Chief of Police by no later than August 15th. The final list will be given to all bargaining unit members by no later than August 20th.

10. A list shall be maintained to assure that every reasonable effort will be made to afford equal opportunity in the distribution of overtime.

11. Overtime will be rotated by contacting the officer with the lowest overtime recorded and who is available and qualified for the overtime.

ARTICLE 27. GRIEVANCE PROCEDURE

1. STEP ONE. Any officer having an alleged grievance shall discuss the matter with a representative of the Union or local union representative within five (5) days of the occurrence.

2. STEP TWO. If not settled in this discussion, the grievance shall be presented in writing on a form supplied by the Michigan Fraternal Order of Police Labor Council signed by the aggrieved officer to the Chief of Police with the knowledge and grievance number of the FOPLC.

   The written grievance shall be discussed by the local union representative and/or FOPLC representative of the Union, the officer, and the Chief of Police. The Chief shall give his decision within five (5) days of receipt of the written grievance.

   The written grievance shall contain a factual statement outlining the acts constituting the grievance, the date, the time, and the place of occurrence and the relief requested. The written grievance shall contain a statement of the section(s) of the collective bargaining agreement to have been violated.

3. STEP THREE. If the alleged grievance remains unresolved within five (5) working days after the action of the Chief of Police, the grievance shall then be submitted to the City Manager, in writing, by the representative and the officer. The City Manager will present his decision in writing within five (5) working days. The local union representative and/or FOPLC representative and the officer shall submit their statement of position and all relevant information with such notice. If the grievance is not submitted within five (5) days, it will be considered closed based on the last disposition.

4. STEP FOUR. In the event the alleged grievance remains unresolved within five (5) working days, it shall be submitted to the City Police Board in writing by the representative of the FOPLC and/or local union representative and the officer. The Police Board will present their decision within five (5) working days, in writing.

5. STEP FIVE. In the event the alleged grievance is not settled in STEP FOUR, the Police Officers Association, represented by the Michigan Fraternal Order of Police Labor Council (FOPLC), shall have the right to request arbitration within fifteen (15) working days after receipt of the STEP FOUR written determination from the City Police Board. Only the Michigan Fraternal Order of Police Labor Council (FOPLC) has the right to invoke arbitration on behalf of the employee. Should the parties fail to agree upon impartial arbitrator, then within a reasonable period, not more

than ten (10) days after the end of said period, a request for a list of arbitrators will be made to either the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), or the Michigan Employment Relations Commission (MERC), by the Michigan Fraternal Order of Police Labor Council (FOPLC). The parties will be bound by the rules and procedures of the arbitration service selected. Nothing shall preclude the parties from attempting to settle this dispute after request for arbitration has been made.

a. The arbitrator so selected will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issue submitted.

b. The power of the arbitrator stems from this agreement, and his/her function is to interpret and apply this agreement and to pass upon the alleged violation submitted. He/she shall have no power to add to, subtract from or modify any terms of this Agreement. Further, the arbitrator shall have no authority to (I) substitute his/her discretion or judgment for employer's discretion or judgment with respect to any matter this Agreement consigns or reserves to employer's discretion or judgment, (2) interpret any policy, practice or rule except as necessary in interpreting or applying this Agreement, (3) formulate or add any new policy or rule (4) establish or change any wage or classification. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant.

c. The costs for the arbitrator's services, including his/her expenses, shall be borne equally by both parties. Each party shall pay for its own expenses for any witnesses called by them.

d. All claims for back wages shall be limited to the amount of wage that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have earned, or could with reasonable effort have earned, from any source during the period in question.

6. Any grievance that may arise must follow the steps of the above procedure as outlined or shall be considered dropped or automatically closed. All "days" stated in the above steps are to be considered "working days."

7. All records, reports, or other information pertaining to a pending grievance of an involved officer shall be made available as is legally required upon the aggrieved officers request and for inspection of the Union represented by the Michigan Fraternal Order of Police Labor Council (FOPLC).

8. No officer shall be discharged or remain disciplined except for just cause. The claim of any officer that he has been unjustly disciplined shall be processed as a grievance including, if necessary, arbitration.

9. A grievance affecting many employees may be treated as a policy grievance and entered directly into at the third step of the grievance procedure upon agreement by the City and the Union, represented by the Michigan Fraternal Order of Police Labor Council (FOPLC).

ARTICLE 28. WEAPONS, FIREARMS AND AMMUNITION

1. Employees must leave all City issued duty handguns in the Police Department at the end of each shift unless given permission by the Chief or his designee to take the weapon home for upcoming training or special event. While the firearms are in the employee's possession outside of the workplace, the firearms must be secured by lock and adequate security to prevent handling by anyone other than the employee.

2. Individual officer-issued secondary handguns, and/or off duty handguns, and/or assigned rifles, may be taken outside of the department at the end of the shift. The weapons may only be possessed and used by the employee for law enforcement purposes and/or training. While the firearms are in the employee's possession outside of the workplace, the firearms must be secured by lock and adequate security to prevent handling by anyone other than the employee.

3. The City shall pay the cost of the ammunition used in the mandatory annual qualifications with the second gun carried on duty only. The City has the right to inspect and record all information i.e. make, model and serial numbers, etc., of all hand guns owned by employees if carried on or off duty, under the badge and/or identification of the Police Department. This is to be conducted by a certified range officer and reported to the Chief of Police.

ARTICLE 29. DEFERRED COMPENSATION PLAN

The City agrees to allow any employee(s) of the Association who may so desire to enroll in the deferred compensation plan offered by the City. The plan administrator at the time of this contract agreement is MERS.

ARTICLE 30. ON DUTY SHOOTING INVOLVEMENT

In the event that a Pleasant Ridge Police Officer is involved in the use of deadly force on or off duty, the Police Officer shall be placed on administrative leave with all pay and benefits. The Police Officer shall be required to consult with a City-appointed psychiatrist, psychologist, or counselor at the Department's expense. The Police Officer shall also continue to be available to the Department in order for the incident to be investigated. It is understood by the City, Department, and the Police Officer that placing the Officer on administrative leave does not constitute disciplinary action nor does it otherwise, in any way, affect the Department's right to impose disciplinary action.

ARTICLE 31. MAINTENANCE OF OPERATORS LICENSE

Any employee that does, or may, as a part of his employment operate a City owned vehicle, must provide proof of a valid Michigan operator's license to the Chief of Police. Any change in such status must be reported immediately to the Chief of Police. Failure to provide proof or report a status change may result in discipline.

ARTICLE 32. SECONDARY EMPLOYMENT

The City has developed a Secondary Employment Policy in coordination with the Union and Police Commissioner. The City reserves the right to alter or change the policy whenever deemed to be in the best

interest of the City and will notify the Union before making any changes. It is agreed that violations of the existing Secondary Employment Policy will result in disciplinary action by the City.

ARTICLE 33. MERS CONFERENCE

The City shall allow one union member to attend the Municipal Employees Retirement System conference held each year. The city shall pay for lodging and transportation expenses incurred by the officer.

ARTICLE 34. CONTRACTUAL UNDERSTANDING

The City and the Union agree that this contract will be reopened if the City is implementing salary or wage cuts for all full-time non-union employees due to a property tax revenue decline of 5% or more in any one fiscal year. The purpose of reopening the contract shall be to negotiate salary or wage adjustments for union employees. The City agrees that any requested reductions in salary or wages for members of the union may not exceed the percentage reductions in salary or wages being implemented for all non-union employees. If salary or wage cuts are later restored or partially restored for non-union employees, they shall be equally restored or partially restored for union employees.

The City shall provide at least 30 days advance written notice to the Union if the contract is to be reopened under the terms of this section.

ARTICLE 35. EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act shall be allowed to reject, modify, or terminate this collective bargaining agreement as allowed in the Act.

ARTICLE 36. DURATION

1. This Agreement shall be effective as of July 1, 2022 and shall remain in full force and effect through June 30, 2025.

2. If negotiations extend beyond the expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new contract.

3. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations.

ARTICLE 37. SAVINGS AND SEVERABILITY

If any article or section of this Agreement or any supplement thereto, should be held invalid by option of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement and supplements shall not be affected. Thereby, and the parties shall enter immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement for such Article or Section.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2022.

CITY OF PLEASANT RIDGE

_____

Bret Scott, Mayor

Attest:

_____

Amy Allison, City Clerk

Approved as to substance:

_____

James Breuckman, City Manager

Approved as to form:

_____

Ryan Fantuzzi, City Labor Attorney

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

_____

Scott Harding

FOPLC Labor Representative

_____

Jeremy Waters, Union President

City of Pleasant Ridge

Amy M. Allison, Asst. City Manager/City Clerk

From: Amy M. Allison, Asst. City Manager/City Clerk

To: Mayor and City Commission

Date: October 6, 2022

Re: 2022 Community Development Block Grant (CDBG)

Overview

In order to qualify for Federal funding through the Community Development Block Grant (CDBG) Program, a Public Hearing must be held, and a resolution adopted by the governing body to approve the application and Subrecipient agreement. Pleasant Ridge qualifies for the minimum funding level, which has been $7,000. Since the City receives funding at the minimum level, all the funds can be programed into one designated category. The first step on this process is to schedule a public hearing.

Background

The City programs its CDBG funding into the Senior Center line item. It has been several years since the City's low/moderate income area was eliminated and the city lost its ability to designate funds for programs such as sidewalk repairs, tree planting, and street improvements, which require at least a portion of the project be in the low/mod area. Listed below is the program category and recommended funding for the 2023 Program year. This is the same program the City funded for the last several years.

Public Services/ - $7,000 Senior Services	Public Service funds are designated to provide seniors, age 62 and above, transportation services for the Senior Travel Club, meals at the 50+ club events and other related workshops geared towards residents 62 and above. This program also may be used for the reasonable costs of overall program management, coordination, monitoring and for the program evaluation.

Requested Action

A public hearing be scheduled for Tuesday, November 15, 2022, to consider the 2023 Community Development Block Grant (CDBG) Community Application and Subrecipient Agreement.

-

City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: October 6, 2022

Re: 24 Cambridge Proposed Lot Split

Overview

The owner of 24 Cambridge (parcel 25-28-27-036) has submitted a revised application to create a new 55-foot-wide parcel to be known as 26 Cambridge and a 69.1-foot-wide parcel to remain as 24 Cambridge.

The 124.1 foot wide 24 Cambridge parcel currently consists of three parts: Lot 23 and outlot C of the Pleasant Ridge Land Co subdivision, and 55 feet of vacated right-of-way formerly set aside for the continuation of Livernois, which now terminates at Oakridge in Ferndale.

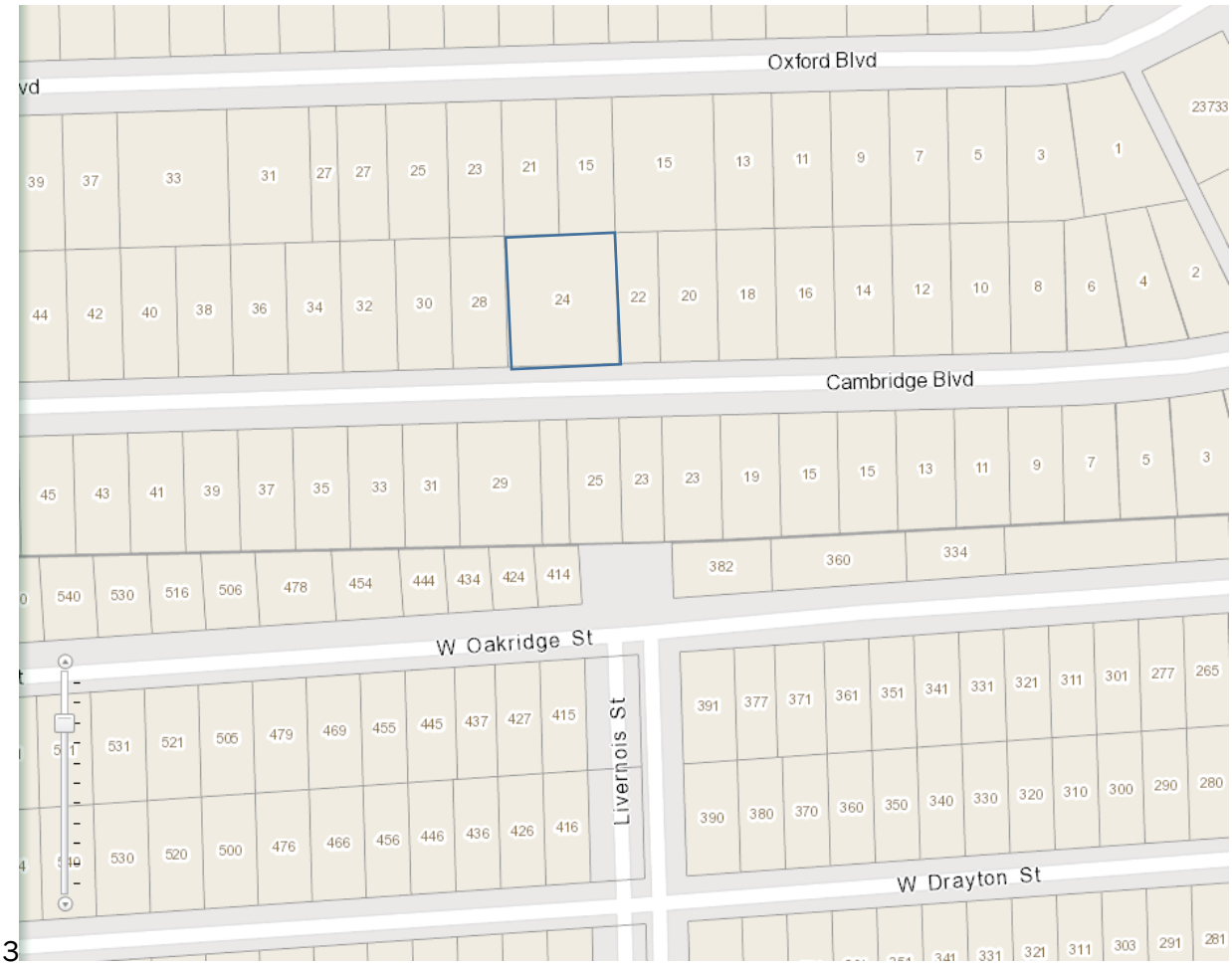
Section 66-21 of the Code of Ordinances requires City Commission approval of applications for the division of land in a recorded plat. This application requires City Commission approval because it will result in Lot 23 being split. If the property owner were to apply to split off the 61-foot-wide Lot 23 in its entirety, the application would be administratively approved.

Background

The property is zoned R-1C, which requires a 50-foot minimum lot width. The proposed lot split would create a new 55-foot-wide, 7,975 square foot lot. The existing house and related site developments would be located on the remaining 69.1-foot wide, 9,996.3 square foot lot. The new lot would be 26 Cambridge, with the existing lot remaining as 24 Cambridge. All resulting parcels would comply with the minimum requirements of the Zoning Ordinance.

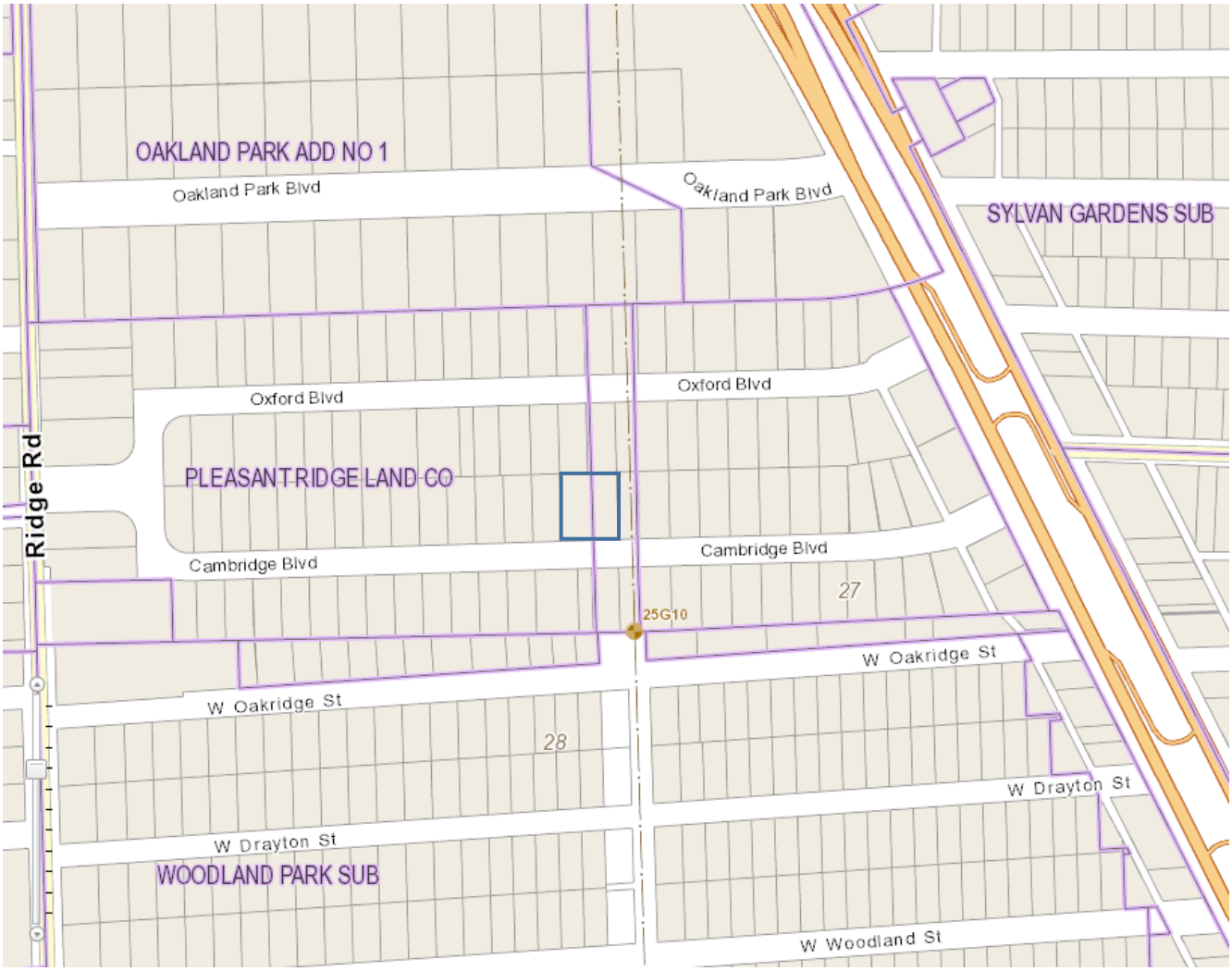
Information about the parcels and the underlying platted lots and vacated right of way follows.

Current parcel map:



Plat Maps

The following map shows the boundaries of the subdivisions near 24 Cambridge. The right-of-way set aside for the continuation of Livernois was vacated and later developed along Cambridge and Oxford.



Current Makeup of 24 Cambridge

The following shows the three underlying components of the current 24 Cambridge tax parcel:

- The 61-foot-wide Lot 23 of the Pleasant Ridge Land Co subdivision
- The 8.1-foot-wide outlot of the Pleasant Ridge Land Co subdivision
- A 55-foot-wide portion of vacated right-of-way formerly set aside for Livernois

Considerations for Approval

Section 66-21 identifies a set of criteria which the City Commission shall consider in making its determination to approve or deny a proposed split. Those criteria are:

- *Is the division in keeping with the character of the surrounding neighborhood?*

  Analysis: The underlying platted lots on Cambridge are 60-65 feet wide. Most parcels on Cambridge match the underlying platted lots. The narrowest existing developed lots on the street are 22 & 23 Cambridge, at 59.92 feet wide.

  The proposed 55-foot-wide lot would be narrower than other lots on the street, but it does meet the minimum lot width and area requirements of the Zoning Ordinance. The remaining 69.1-foot-wide lot would be wider than most other parcels on the street.

- *Does the division enhance the future development or existing uses of the affected lands in conformity with the zoning ordinance?*

  Analysis: The proposed lot split complies with zoning ordinance requirements. The existing 24 Cambridge is wide enough to allow for one additional house to be built, whether that is on a 55 foot wide lot, a 61 foot wide lot (which would be approved without City Commission approval being necessary), or another width.

- *Will the split have an adverse impact on the provision of municipal services.*

  Analysis: The proposed split and recombination will not have an impact on the delivery of municipal services. The addition of a house will not impact the city's ability to provide utility and police/fire services.

- *Is the division in the public interest?*

  Analysis: The proposed lot split will result in a smaller lot than currently exists on the street, but the resulting density will be consistent with the rest of the street.

  Nearly all lots on the street are 61-65 feet wide. Approval of the lot split would allow two houses to be built on two lots with a total width of 124.1 feet, or an average lot width of 72 feet.

The Commission must consider if the division is either:

- In the public interest because the resulting development density will be slightly lower than the rest of the street, and the proposed lot complies with the minimum lot width and area requirements of the Zoning Ordinance, or

- Is not in the public interest because a resulting lot will be 55 feet wide, while all other lots on the street are 59.5 feet or larger, with most being 61-65 feet wide as originally platted.

Requested Action

City Commission action to approve or deny the request to split 24 Cambridge (parcel 25-28-27-036) and create two new parcels with widths of 55 and 69.1 feet, as shown on the attached survey.

City of Pleasant Ridge Commission,

I am submitting this revised Lot Split request for 24 Cambridge Blvd. This is in response to the concern points raised during the prior Commission meeting in September and intended to be a more palatable request for all parties involved. The proposed parcels are:

- Current Parcel: 124ft x 145ft = 17,980 SF
- Parcel A: 55ft x 145ft = 7,975 SF
- Parcel B (with Dwelling): 69ft x 145ft = 10,005 SF

The major concern points raised during the meeting were: Lot width at the minimum allowance, Lot width below the average for the specific block of Cambridge Blvd and Greenspace preservation. To address these concerns, we've taken the following actions:

- Lot width at Minimum allowance: Increased to 55ft
- Lot width below the average…: Decreased the gap & would no longer be the smallest total lot on the specific block of Cambridge Blvd (54 Cambridge per Public Record at 7,579 total SF), though will continue to be the narrowest for Lot Width
- Greenspace preservation: Increased lot size will reduce protection for trees & green space for a future development, but will still provide higher greenspace between the Dwelling on Parcel B & a future development on Parcel A
    - I have also discussed with the interested developer that if an Approval is granted, they will make all necessary efforts to: Preserve the Arborvitaes along the neighboring property line, protect the trees & maximize the Greenspace through keeping a 50ft lot footprint (ie max 37ft dwelling width with 15-20ft from edge of Dwelling B)

Other consideration relevant to the request:

- With constructive modifications to the dwelling, we would be able to split the lot under an administrative approval. This would eliminate all the green space & associated trees.
- There is a precedence of lots being smaller than the average on other streets East of Ridge Rd:
    - 12 Poplar Park = 70ft vs avg 100ft & lot minimum 80ft

Thank you for your further consideration.

Nate Mynsberge 248-885-3530

CERTIFICATE OF SURVEY

RESIDENTIAL LOT SPLIT: 24 Cambridge Blvd.
Prepared For: Nate Mynsberge
24 Cambridge
Pleasant Ridge, Mi 48069
248-885-3530

EXISTING LEGAL DESCRIPTION: ID # 60-25-28-278-036

All of Lot 23 and Out Lot "C". PLEASANT RIDGE LAND CO., a Subdivision of part of the N.E.1/4 of Section 28, T1N-R11E, CITY OF PLEASANT RIDGE, Royal Oak Twp., Oakland County, Michigan. Plat recorded LIBER 33, PAGE 12, Oakland County Records.
ALSO
Part of N.E.1/4 of Section 28 described as Beginning at S.E. Corner of said Out Lot "C", thence N.89°45'E, 55.00 ft., thence North 145.0 ft., thence S.89°45'W. 55.0 ft., thence South 145.00 ft. along E. Line of said Out Lot "C" to the Point of beginning.

PROPOSED LEGAL DESCRIPTIONS:

PARCEL "A"
West 55.0 ft. of Lot 23, PLEASANT RIDGE LAND CO., a Sub. of part of the NE¼ of Section 28, T1N-R11E, CITY OF PLEASANT RIDGE, Oakland County, Michigan.
Plat recorded LIBER 33, PAGE 12, O.C.R.

PARCEL "B"
East 6.0 ft. of Lot 23 and all of Out Lot "C", PLEASANT RIDGE LAND CO., a Sub of part of the NE¼ of Section 28, T1N-R11E, CITY OF PLEASANT RIDGE, Oakland County, Michigan.
Plat recorded LIBER 33, PAGE 12, O.C.R.
ALSO
Part of N.E.1/4 of Section 28 described as Beginning at S.E. Corner of said Out Lot "C", thence N.89°45'E, 55.00 ft., thence North 145.0 ft., thence S.89°45'W. 55.0 ft., thence South 145.00 ft. along E. Line of said Out Lot "C" to the Point of beginning.

Bearings in relation to Cambridge Blvd. as platted

SEE DETAIL OF PROPERTY ON SHEET No. 2

STATE OF MICHIGAN
Thomas M. Northrup
License No. 4001043064
LICENSED PROFESSIONAL SURVEYOR

I HEREBY CERTIFY that I have surveyed and mapped the property herein described; and that said survey was performed with a relative error of closure of no greater than 1 in 5000 and that all the requirements of P.A. 132, 1970 have been complied with. Revised 9/15/22 Trees

Revised 9/28.2022

192107 July 20, 2022

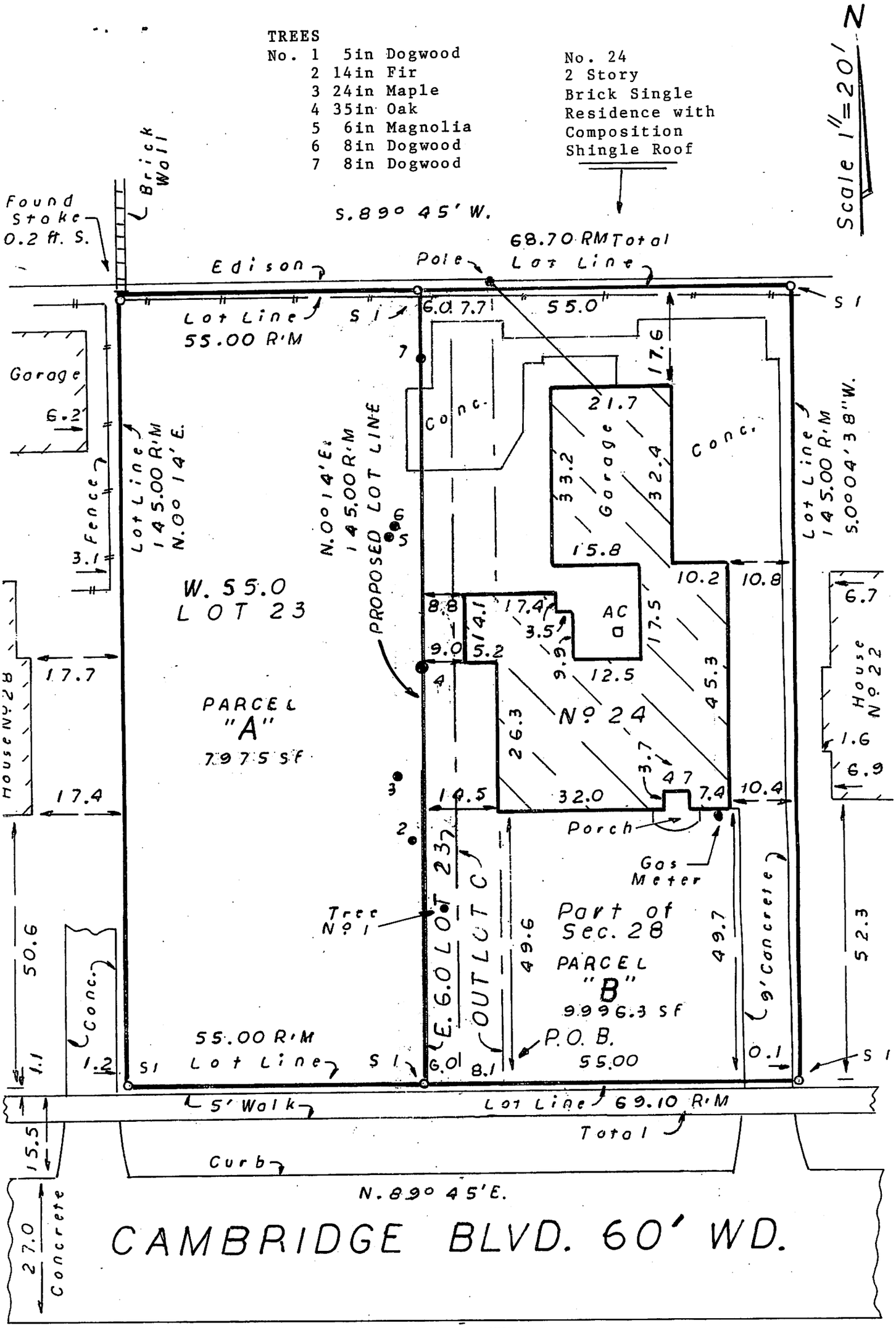
GUARANTY SURVEY CO.
REGISTERED LAND SURVEYORS
1660 ROCHESTER ROAD
TROY, MI 48083
ESTABLISHED 1939

PETER G. PITCHFORD
TOM NORTHRUP
(248) 528-1717
FAX (248) 528-1746

ORDER No. _____ DATE _____ BY: _____

TREES
No. 1 5in Dogwood
2 14in Fir
3 24in Maple
4 35in Oak
5 6in Magnolia
6 8in Dogwood
7 8in Dogwood

No. 24
2 Story
Brick Single
Residence with
Composition
Shingle Roof



RESIDENTIAL LOT SPLIT
DATE: July 20, 2022
Job No. 192107

SHEET 2 of 2

STATE OF MICHIGAN
Thomas M. Northrup
License No. 4001043064
LICENSED PROFESSIONAL SURVEYOR

GUARANTY SURVEY CO.
REGISTERED LAND SURVEYORS
1660 ROCHESTER ROAD
TROY, MI 48083
ESTABLISHED 1939

PETER G. PITCHFORD
TOM NORTHRUP

(248) 528-1717
FAX (248) 528-1746

City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: October 6, 2021

Re: Community Center Backup Generator Bid

Overview

Attached are three bids to install an emergency backup generator at the Community Center. We solicited quotes from these three contractors based on recommendations from the City electrical inspector and our prior experience.

The low bid is Oak Electric Service, Inc. at $42,658. Don's Electric is the second low bid at $44,309.

Each of the contractors sized the generators based on their own load calculations. Oak Electric quoted a 48 kw generator, while Don's Electric and Diversified quoted 60 kw generators. I have confirmed with Oak Electric that they are confident that a 48 kwh unit will be sufficient. Oak Electric has also confirmed that they can supply a 60kwh generator for about $2,250 over their base quote. This would place Oak Electric slightly above Don's quote by a few hundred dollars.

Background

The proposed backup generator will power the north half of the Community Center building. The fitness center and pool area will not be connected to the backup generator. The building is essentially two separate buildings that share a common wall, with separate electrical and gas feeds. Powering the entire building would require more complex electrical work to tie the generator into two panels and would also require a larger generator unit. An alternate approach would be to install a second backup generator to power the south half of the building, including the pool.

For now, only the backup generator for the north side of the building is being proposed. This would allow for the building to be used as a cooling center during power outages.

This project has been funded in Fund 401, Capital Outlay with the budgeted amount being sufficient to cover the proposed cost.

Requested Action

City Commission award of the contract for a standby backup generator to Oak Electric in the amount of $42,658, plus 15% for contingencies given the uncertain supply environment we are experiencing and for other unforeseen installation issues that may arise at the Community Center.

Oak Electric Service Inc
5492 Dixie Hwy
Waterford, MI 48329

Electrical License #: 6109054
Mechanical License #: 7116325
Plumbing License #: 8112044

OAK Generators Electrical·Solar Heating·Cooling Plumbing
ONE CALL COVERS IT ALL

Phone: (248) 623-4900
Fax: (248) 623-4911
melanie@oakelectric.com
www.oakelectric.com

Quote #: q25396

Bill to
City of Pleasant Ridge
4 Ridge Rd
Pleasent Ridge, MI 48069

Ship to
City of Pleasant Ridge
4 Ridge Rd
Pleasent Ridge, MI 48069

Email Address: Citymanager@cityofpleasantridge.org

Phone Number: (248) 541-2901

Transaction Date: 7/11/2022

Quote Expiration Date: 8/10/2022

Sales Rep: Gary P.

Quantity	Description	Price	Amount
1	Furnish & Install 48 kW Generac liquid-cooled generator (1) 400 Amp ATS: electric wiring, gas piping, permits and inspections, Precast concrete (Hurricane) pad,5 year factory warranty, block heater included, factory start-up, labor and all material. *Generator will back -up Panel DP2 If you choose to proceed: The next step would be to click on “View your quote” and accept the option(s) you choose. Then choose Pay Other Amount when the option to pay deposit appears - we ask that you please pay a 35% deposit. **IF APPLICABLE**Does NOT include/ Oak is not liable for: Gas meter upgrade by utility company - payment, requests, follow-up and scheduling are to be completed by homeowner. Screening, sprinkler related repairs/tasks and drywall repair NOT included. NOT responsible for existing code violations and/or work done by others. No verbal agreements have been made. 1st year of upgraded Oak monitoring included.	$42,658.00	$42,658.00

Total:	$42,658.00
Payments:	$0.00
Balance Due:	$0.00

Oak Electric Service Inc
5492 Dixie Hwy
Waterford, MI 48329

Electrical License #: 6109054
Mechanical License #: 7116325
Plumbing License #: 8112044

OAK Generators Electrical·Solar Heating·Cooling Plumbing
ONE CALL COVERS IT ALL

Phone: (248) 623-4900
Fax: (248) 623-4911
melanie@oakelectric.com
www.oakelectric.com

Quote #: q25396

Authorization

I hereby authorize Oak Electric Service, Inc to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Oak Electric is not liable for any existing work that does not meet electrical and/or mechanical municipal code requirements. I understand that this may result in a code violation upon the inspection for Oak Electric's work completed. I agree that as the homeowner, I am responsible and liable for any conditions and/or work that existed prior to Oak Electric's work and may incur additional expenses as a result. Cancellation is subject to admin fee/permit costs.

SUPPLY CHAIN ISSUES MAY CAUSE PRODUCT DELAYS.

DIVERSIFIED ELECTRIC, LLC
1571 Mapledale
Ferndale, MI 48220
2489252379
diversifiedelectricllc@gmail.com

Estimate

ADDRESS
City of Pleasant Ridge 23925 Woodward Avenue Pleasant Ridge, MI 48069

SHIP TO
City of Pleasant Ridge Community Center 4 Ridge Rd Pleasant Ridge, MI 48069

ESTIMATE #	DATE	
2022044--070	10/04/2022	

SALES REP
Hinze

	DESCRIPTION	AMOUNT
16 Electrical & Lighting	Price to supply and install (1) 60KW Generac liquid-cooled 3-phase backup generator with (1) 400 amp automatic transfer switch. Price includes all material and labor to fully install generator and integrate into buildings electrical system. This backup generator will only restore power to service (DP-2) that feeds the original portion of the building. The Generator is sized large enough to run all air conditioners, furnaces and lights currently powered by the "DP-2" service. Removal of landscape material on north east corner of building where generator will be placed must be removed and concrete pad installed. We have attached budget numbers given to us by our sub-contractors we use to install our concrete pads and gas lines. * If a gas meter upgrade is required by consumers energy, that fee is not included in this proposal and is required to be paid from the city directly to consumers. Price includes: • Permit fees and time to meet with inspector • (1) 60 KW Generac liquid-cooled 3-phase generator • (1) 400 amp automatic transfer switch • (1) cement pad • (1) Battery • Crane to set generator on pad • All necessary wiring and miscellaneous parts required to fully integrate into building electrical system. • Wi-Fi mobile link to stay connected to generator remotely • Initial startup and set up • Allowance of $2000 for gas line included • Allowance of $2500 for landscape removal and concrete pad included • All necessary labor to complete project to code	47,290.00

Terms and Conditions will be discussed upon approval.
Surface mounted lights and lamps supplied by others
*as of 4-9-21, due to the uncertain material availability and fluctuating costs, all quotes are in effect for two weeks from the date of submittal. *

TOTAL **$47,290.00**

Accepted By

Accepted Date

Don's Electric
10891 Dixie Highway
Davisburg, MI 48350
(248) 394-2151

BILL TO
Community Center
4 Ridge Road
Pleasant Ridge, MI 48069 USA

ESTIMATE	ESTIMATE DATE
25490341	Jul 14, 2022

JOB ADDRESS
Community Center
4 Ridge Road
Pleasant Ridge, MI 48069 USA

Job: 24528293

ESTIMATE DETAILS

Community Ceneter Generator: 60kw Generac Generator (3-Phase 120/240v)
400 Amp Transfer Switch (3-Phase 120/240v)
Gen Location right die toward the front
100' Electrical (drop ceiling, or run the line through the mechanical room outside and pipe to the Generator)
60' Gas Line (outside)
Generator is to run panel DP-2
3 smm for air conditioners
Electrical is located in the utility room our transfer switch will replace the disconnect located behind the table in the picture

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Liquid cool install	Liquid cooled generator installation: Battery, WIFI, supply and control wiring up to 30', Gas line up to 20' Start up & Unit Registration. Note: WIFI monitoring is free for the first year, there will be a $60 charge per year to renew to continue monitoring (optional).	1.00	$9,000.00	$9,000.00
Generator Pad - Liquid Cooled	Generator Pad - Liquid Cooled: Concrete Generator Pad - Liquid Cooled	1.00	$1,000.00	$1,000.00
Crane / Equipment Service	Crane / Equipment Service: Crane / Equipment Service	1.00	$1,000.00	$1,000.00
7000	Smart Management Module - 50 AMP: 50 Amp Smart Management Module to manage 240 volt loads.	3.00	$200.00	$600.00

RG08045X	80kw Generac Standby Generator	1.00	$27,919.00	$27,919.00
GENERAC RG08045x				
400 Amp SE Transfer Switch	400 Amp Service Rated Transfer Switch	1.00	$2,740.00	$2,740.00

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
Battery A/C	Battery - Group 26 For Air Cooled Units. 5-Year Manufacturer Warranty And $125.00 For Replacment.	1.00	$0.00	$0.00
Permit	Electrical and Mechanical Permits	1.00	$0.00	$0.00
Generator product registration	Registering the generator to activate warranty.	1.00	$0.00	$0.00
Generator start up	Starting up generator and checking the operation of system.	1.00	$0.00	$0.00
Labor/ Installation-Generator	Labor/ Installation - Generator	1.00	$0.00	$0.00
WIFI Monitoring	WIFI Monitoring, First Year Free And $60.00 A Year After. This Feature Enables Both Don's Electric And The Homeowner To Monitor The Generator's Status And Activity.	1.00	$0.00	$0.00
Gen Pad	Generator pre formed pad for air cooled unit	1.00	$0.00	$0.00
Supply and Control Wiring - Per ft.	Supply and Control Wiring - Per ft.	50.00	$20.00	$1,000.00
10 Year extended warranty - Generac	10 Year extended warranty - Generac parts, labor, travel	1.00	$0.00	$0.00
Gas Line 20'	20' Standard Installation Of Gas Line. Additional Cost Will Apply Over The 20'	30.00	$35.00	$1,050.00

POTENTIAL SAVINGS	$0.00
SUB-TOTAL	$44,309.00
TOTAL	$44,309.00

Thank You for choosing Don's Electric.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1.5% per month shall be applied for overdue amounts. I understand that any changes to this estimate may result in additional charges.

Sign here Date

City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager

To: City Commission

Date: October 6, 2022

Re: Whistle Stop Liquor License Transfer

Overview

We have received an application for a transfer of ownership of the existing Whistle Stop restaurant. This requires City Commission approval to transfer the liquor license from the prior owners to the new owner, Arben Grajqevci, following a public hearing.

Background

In 2013 one of the City's two quota Class C liquor licenses was granted to Mae's. In April 2015, Valter Xhomaqi and David Crisovan purchased the business (Mae's) and reopened as Whistle Stop. The City Commission approved the transfer of the Class C liquor license transfer to Mr. Xhomaqi in September 2015.

Mr. Xhomaqi addressed many of the prior operating issues that Mae's experienced, most notably parking and trash issues. The Whistle Stop has been operating without issues or complaints other than those typical of restaurants for the past 7 years.

Whistle Stop LLC is the new owner of the business, with Mr. Grajqevci being the principal member of the LLC. They have submitted their liquor license transfer application to the City as well as the MLCC. They have provided an operating agreement which is nearly identical to that which Mr. Xhomaqi operated under.

The application cover letter states that the new owners will "…continue operating the existing business at the Whistle Stop Diner without any changes. There are no planned changes to the building façade or signage. The name will remain Whistle Stop Diner. Also, there are no planned changes to the interior seating arrangement, and the interior of the restaurant and the seating/tables will remain the same as currently configured."

The Grajqevci's application is attached. Much of the information contained in the application is personal and confidential and, to protect the privacy of the applicant, has not been included in the packet or redacted.

The City Commission may also discuss any operating issues with the new owners of the business.

Requested Action

City Commission action to schedule a public hearing for this request during the November 15, 2022 City Commission meeting.

Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr. (1939-2018)
Scott D. Edwards (Of Counsel)
Michael J. Brown
Steven J. Grobbel
James V. Bellanca, III

[redacted]

Lansing Office
[redacted]

Northern Michigan Office
[redacted]

August 23, 2022

City of Pleasant Ridge
Attn: Amy Allison – City Clerk
23925 Woodward Ave.
Pleasant Ridge, MI 48069

Re: **Whistle Stop Café LLC d/b/a Whistle Stop Diner**
Liquor License Transfer Application

Dear Ms. Allison:

Our firm represents Whistle Stop Café LLC and its two members: Arben and Besim Grajqevci. Whistle Stop Café LLC is purchasing the Whistle Stop Diner at 24060 Woodward Ave. from its current owner Whistle Stop 1, Inc.

Whistle Stop Café LLC has filed an application to transfer ownership of the Class C liquor license from Whistle Stop 1, Inc. to Whistle Stop Café LLC. And we are now submitting our application to the City of Pleasant Ridge for the approval of this transfer from the City Council/Liquor License Committee.

In accordance with requirements and procedures of your Liquor License Ordinance, we are enclosing the following documents for your review:

- Development and Operation Agreement, including as exhibits:
  - Property Legal Description
  - Plan of Operation
  - Site Plan

- City of Pleasant Ridge Liquor License Application Questionnaire, including as exhibits:
  - Whistle Stop Café LLC Articles of Organization
  - Member Arben Grajqevci 2019-2021 federal and state income tax returns (we have provided only the first two pages of each return , as the returns are quite

lengthy. Should you wish to review the entire return, please advise and we will make them available)
    - Menu

- Background Information Questionnaire - Arben Grajqevci (member of Whistle Stop Café LLC)
    - Certificate of Naturalization
    - Authorization for Release of Personal Information

- Background Information Questionnaire - Besim Grajqevci (member of Whistle Stop Café LLC)
    - Authorization for Release of Personal Information

- Supporting Documents for Background Information:
    - Arben Grajqevci driver's license
    - Arben Grajqevci Concealed Pistol License
    - Arben Grajqevci Social Security card
    - Arben Grajqevci Certificate of Naturalization
    - Besim Grajqevci driver's license
    - Besim Grajqevci passport
    - Commercial Lease Agreement for 24060 Woodward Ave., Pleasant Ridge
    - Asset Purchase Agreement between Whistle Stop 1, Inc. and Whistle Stop Café LLC
    - Whistle Stop Café LLC Articles of Organization
    - Whistle Stop Café LLC Operating Agreement

- Check for $1200 payable to City of Pleasant Ridge for the Application Fee.

Whistle Stop Café LLC is going to continue operating the existing business at the Whistle Stop Diner without any changes. There are no planned changes to the building façade or signage. The name will remain Whistle Stop Diner. Also, there are no planned changes to the interior seating arrangement, and the interior of the restaurant and the seating/tables will remain the same as currently configured.

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

Carlin Edwards Brown PLLC

Steven J. Grobbel

[redacted]

Enc.

City of Pleasant Ridge

Liquor License Application

Questionnaire

Application Information

Requirements and Procedures

1. Complete the Michigan Liquor Control Commission Application. Contact M.L.C.C. in Lansing at 517-322-1400 or 1-866-813-0011.

2. Fully complete the Pleasant Ridge Liquor License Application Questionnaire and return it to the City of Pleasant Ridge Clerk's Office **within 30 days**.

3. Please review and include with the applicant's initial cover letter, a response to the Pleasant Ridge Liquor Control Ordinance.

4. Attached a non-refundable application fee of $1,000.00, plus $100.00 for each person with a financial or management interest in the application including, but not limited to, partnerships partners, corporate officers and directors. Please make check payable to the City of Pleasant Ridge.

5. Plan of Operation (12 copies, signed and sealed by a registered architect/engineer).

6. *Site Plan, including a Parking Plan (12 copies, signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which site plan approval has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.

7. *Building Façade Plan (12 copies, signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Pleasant Ridge Planning Commission and City Administration, and there are **NO** changes, then please submit a letter of verification stating there will be no such changes along with this application.

8. *Interior Plan with seating arrangement (12 copies, signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the City of Pleasant Ridge Building Department and there are **NO** changes, then please submit a letter of verification stating there will be no such changed along with this application.

9. A written statement explaining in detail how the proposal meets the factors as listed in Subsection D of the Pleasant Ridge Liquor Control Ordinance.

10. One full copy of the menu.

*No plan of operation, site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have received approval in conjunction with the liquor licensing process. Applicant must submit separate plans and fees as required by other City of Pleasant Ridge departments and consultants in accordance with standard review procedures, if applicable.

City of Pleasant Ridge
City Clerk's Office
Liquor License Application

The Pleasant Ridge City Commission will consider whether an applicant's proposal for a liquor license is reasonable when measured against the information contained within this completed application. Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper, following the same format used in the questionnaire and attach to that part of the application. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the Pleasant Ridge City Commission. Please refer to the City of Pleasant Ridge Liquor Control Ordinance.

I, Arben Grajqevci on behalf of Whistle Stop Cafe LLC, do hereby apply to the City of Pleasant Ridge, County of Oakland, Michigan, for a Class C / SDM liquor license to be located at the following address: 24060 Woodward Ave., Pleasant Ridge, Michigan 48069.

Mailing address of the proposed/licensed establishment (if different from above):
Same

Telephone Number of proposed/license establishment: [redacted]

Relationship of applicant to establishment: Owner / Operator

Name of business which will own establishment (if different from applicant):
Whistle Stop Cafe LLC

Trade name under which establishment will be operated (if different from above):

DBA: Whistle Stop Diner

Form of Business:

A. Sole Proprietorship ____
(if doing business under an assumed name attach D/B/A Certificate)

B. Partnership (General of Limited) ____
(provide full names, dates of birth, home addresses of all partners (pg 2-3); also attach applicable Articles of Partnership)

C. Corporation ____
(provide a copy of the Articles of Incorporation)

D. LLC (Limited Liability Company) ✓
(provide a copy of articles for LLC)

E. Other ____
(provide details on separate sheet of paper)

Federal Identification Number: 88-2174090

1. The following questions (1–10) must be answered:
   - If the applicant is a Sole Proprietorship;
   - If the applicant is a Corporation, by each stockholder;
   - If the applicant is a General Partnership, by each partner;
   - If the applicant is Limited Partnership by each general partnership (attach additional pages if necessary);
   - If the applicant will not devote full-time to the business, by manager/operator.

Arben — Grajqevci
(First Name) (Middle Name) (Last Name)

Member — 51%
(Position held in organization) (Amount of Stock Owned)

[redacted]
(Address) (City, State) (Zip Code)

[redacted]
(Home Telephone) (Business Telephone) (Cell Telephone)

Besim — Grajqevci
(First Name) (Middle Name) (Last Name)

Member — 49%
(Position held in organization) (Amount of Stock Owned)

[redacted]
(Address) (City, State) (Zip Code)

[redacted]
(Home Telephone) (Business Telephone) (Cell Telephone)

(First Name) (Middle Name) (Last Name)

(Position held in organization) (Amount of Stock Owned)

(Address) (City, State) (Zip Code)

(Home Telephone) (Business Telephone) (Cell Telephone)

(First Name) (Middle Name) (Last Name)

(Position held in organization) (Amount of Stock Owned)

(Address) (City, State) (Zip Code)

(Home Telephone) (Business Telephone) (Cell Telephone)

2. How long have you been a resident of Michigan? 23 years

3. List all other names used at any other time: N/A

4. List employer(s) and occupation(s) for the past ten (10) years:
Self employed - restaurant owner:
Grandy's Coney Island (2009 - present)
Pelican Cafe (2018 - present)

5. Give names, addresses and telephone numbers of five (5) citizens who know your reputation in the community in which you have lived or have done business during the past ten years:

(Name)	(Telephone)	(Complete Address)
Robert Ivezaj	[redacted]	
Henry Kelmendi	[redacted]	
Engjelle Ftoli	[redacted]	
Vali Xhomaqi	[redacted]	
Leotrim Mjeku	[redacted]	

6. Do you or any member of your family hold a license for the sale of alcoholic beverages at the present time, either as an individual, member of a partnership, or stockholder in a licensed corporation? NO If yes, list type of license -
List the name in which the license is issued and the relationship to you:
-
Name and Nature of Relationship

Complete Address

7. Have you, or any member of your family, held a license or any interest in a license for the sale of alcoholic beverages in the State of Michigan? NO If yes, list the type of license: - List the name in which the license is issued and the relationship to you:
-
Name and Nature of Relationship
-
Complete Address

8. Have you, or any member of your family, ever held a license or any interest in a license for the sale of alcoholic beverages in the United States? NO If yes, give the name, address, city and state in which the license was issued:
-
Name

Complete Address – Include City and State

9. For each license held, use a separate sheet of paper for each license and list the answers to the following questions:

   A. Name of licensee(s)
   B. Company or corporation name
   C. Doing business as (d/b/a) name
   D. Type of license
   E. Dates of license (start to finish)
   F. Full address
   G. List all violations of liquor laws including
      a. Dates
      b. Type of violation
      c. Disposition of violation

10. Have you ever held a liquor license that was suspended or revoked? No If yes, explain the circumstances:

11. Have you ever been refused a liquor license in Michigan or any other State? If yes, give details:
No

12. Financial Qualifications Statement

   A. Do you presently own the building? No If not, list the names and address of the owner, and the terms of the lease:
   Alex & Pat Demus [redacted]
   Name and complete address of owner
   4 years and 8 months with option to extend 5 years
   Terms of Lease Agreement

   If you presently own the building, but it is subject to a mortgage or being purchased under a land contract, answer the following:
   -
   Name of Mortgage/Land Contract Holder

   Complete address of above

   Balance owing

   Repayment terms (including interest rate)

   B. What is the cost of improvements to the building? $ -
   C. What is the total down payment? $ -
   D. What is your share of the down payment? $ -
   E. Balance of loan to be paid off (per month) $ -
   F. Interest rate of loan (annual) $ -
   G. Length of loan (number of years) $ -

   H. Are all your city and county personal property taxes paid to date? Yes

I. Are you borrowing money to finance this business? No If yes, from whom?

Name

Amount(s) borrowed

Terms of repayment

J. If you are not borrowing the entire amount of money, state the specific source from which the money was obtained:

Source	Means	Amount
[redacted]		

K. Do you presently own the fixtures? Yes If not, list the name and address of the owner:

Name Address Zip Code

L. Do you plan on purchasing the fixtures? - If yes, complete the following:

Purchase price

Terms

M. On a separate sheet of paper, list all other debts, including charge accounts and credit cards in the following format. See attached

a. Type of debt
b. Name, address and telephone number of Company or person
c. Account Number
d. Present Balance
e. Monthly payment amount

N. Do you currently have pending or have you had any garnishment, wage assignment or judgment against you? NO If yes, give details:

O. Have you ever had any property repossessed? ☒ Yes If yes, give details:

[redacted]

Liquor License Application Questionnaire

Whistle Stop Café, LLC

12. M.

P. Have you ever been refused credit? No If yes, give details, names of business firms which refused credit and reasons for refusal:

Q. Have you ever been delinquent on income tax payments or any other tax payments? No If yes, give details:

R. Have you or any company in which you were a sole proprietor, partner, general partner, or owner of more than 10% of the stock ever filed for bankruptcy protection? Yes If yes, please explain:

[redacted]

S. Submit copies of your ENTIRE Federal Income Tax Returns as filed with the IRS for the past three (3) years. See attached

T. Submit copies of your ENTIRE State Income Tax Return as filed the State Treasury for the past three (3) years. See attached

13. The business is presently operating, or will be operated as: Whistle Stop ~~Cafe~~ Diner

14. List the hours of operation: 7:30 a.m. - 3:00 p.m. Monday ~~Tuesday~~ - Saturday
8:00 a.m. - 3:00 p.m Sunday
~~Closed Monday~~

15. Are you going to devote full time to the operation of this business? Yes

A. If managed, by whom? Arben Grajgevci
First Name Middle Name Last Name

B. Who will be authorized to sign checks and pay bills in connection with this operation of the licensed business? *(attach separate sheet of paper if necessary)*

Arben Grajgevci
First Name Middle Name Last Name

First Name Middle Name Last Name

First Name Middle Name Last Name

16. Describe the proposed facilities in some detail *(square footage, seating capacity, parking capacity, mode of transportation, etc.)*:

The current restaurant will continue to operate unchanged. Square footage (~ 1100 sq/ft), seating capacity (54), and parking capacity remain the same

17. Describe the building interior/exterior. Is there a basement?

The building remains the same. No changes are planned.
Yes there is a basement

18. Does the applicant intend to have dancing and/or entertainment? If yes, describe the size of the dance floor and the type of entertainment provided.

No

19. If entertainment permit is being sought, answer the following:

A. Type of entertainment? N/A

B. Are dressing rooms required for the type of entertainment requested? N/A

C. Are adequate dressing rooms provided for each sex, other than restrooms, public rooms, kitchens, or other similar areas for the changing of clothes by the entertainers?
N/A

D. Are acts secured through a booking agent? _____ If yes, list name address and telephone number of booking agent.
N/A

E. Give the size and location of stage, if any
N/A

F. Do you plan to have coin operated amusement devices on the premises, such a video games, pool tables juke boxes, etc?
N/A

20. Are gas pumps on premises or directly adjacent?

NO

21. What is the applicant's management experience in the alcohol/liquor business?

No real experience in the liquor business, but I have owned and operated two successful restaurants

22. What is the applicant's general business management experience?

I have owned and operated two successful restaurants: Grandy's Coney Island since 2009 and Pelican Cafe since 2018

23. What is the applicant's general business reputation?

Excellent

24. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?

None

25. Does any of the individuals referred to in Question 1 have any conviction for minor in possession of alcohol; operating while intoxicated; impaired driving; open alcohol in a motor vehicle or any other violation related to alcohol or alcohol abuse?

NO

26. What is the effect that the issuance of a license would have upon the economic development of the surrounding area?

It will continue to provide jobs and tax revenue to the City and State

27. What effect would the issuance of a license have on the health, welfare and safety of the general public?

No deleterious effects.

28. Has the applicant received responses from the Police Department, Building Department, and/or Fire Department with regard to the proposed facility?

No

29. What is the public need or convenience for issuance of a liquor license for this facility at the proposed location?

This is a transfer of an existing licensed business that has operated successfully and without issue for a number of years

30. What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use?

N/A this is a currently licensed and approved facility

31. Does the facility to which the proposed liquor license is to be issued comply with the applicable building, plumbing, electrical and fire prevention codes and zoning ordinances applicable to the City of Pleasant Ridge? Has applicant received information from the appropriate departments?

Yes

32. What effect will the facility to which the proposed liquor license is to be issued have upon vehicular and pedestrian traffic in the area?

None. Impact will remain unchanged

33. What is the proximity of the proposed business facility to other similarly situated licensed liquor facilities?

There are no other active Class C on-premise licenses in the City

34 What is the proximity of the proposed business facility to complimentary uses such as office and commercial development?

No change

35. What effect would the proposed facility have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas, church and school districts?

No change. We will contine to be a good corporate citizen and a positive influence on the community

36. What proposed or actually commitments are being made by the applicant to establish permanency in the community?

The applicant, Whistle Stop Cafe, LLC is investing several hundred thousand dollars to purchase this business, we intend to be successful and remain in the community for a long time.

37. What utilities are available to serve the facility?

Full service - water, gas, electric

38. What other factors should the City of Pleasant Ridge consider?

The restaurant will be operated by Arben Grajqevci who has a proven track record as a successful restaurant owner. He will continue to maintain and operate the Whistle Stop in compliance with a City, State, and MLCC rules and regulations.

39. Has your location been approved by the following:

A. Pleasant Ridge Zoning Board? _____ Date of approval_____

B. Pleasant Ridge Planning Commission? _____ Date of approval_____

C. Pleasant Ridge DDA? _____ Date of approval_____

D. Pleasant Ridge Building Dept? _____ Date of approval_____

E. Local Health Department? _____ Date of approval_____

(Attach copy of certificate)

I hereby authorize the City of Pleasant Ridge, its agents and employees, to seek information and conduct an investigation into the truth of the statements set forth in this application, and the qualifications of the applicant for the license, and I will execute waivers or authorization for the release of information upon request.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, Arben Grajgevci, hereby declare under penalty of perjury that the foregoing information in the application is true and correct, and understand any falsification or omission is grounds for denial or, if issued a license, grounds for revocation or recommendation for non-renewal.

[redacted]

Signature of Applicant

8-16-2022

Date

On the 16th day of August, 2022, Arben Grajgevci did appear personally, before me, a Notary Public, in and for said County, and being duly sworn by me, did state (s)he is the applicant of the within application, and that the information contained within the application is true, correct and complete.

Notary Public

Hillsdale County, Michigan

My Commission expires: 4/11/26

Acting in County of Oakland

CHARLENE R. COPELAND
NOTARY PUBLIC, STATE OF MI
COUNTY OF HILLSDALE
MY COMMISSION EXPIRES Apr 11, 2026
ACTING IN COUNTY OF Oakland

Name and address of person making out foregoing application, if not made out by applicant:

Name: Attorney Steven Grubbel (assisted Arben Grajgevci with application)

Address: [redacted]

Telephone [redacted]

Filed by Corporations Division Administrator Filing Number: 222550427830 Date: 05/06/2022

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

WHISTLE STOP CAFE LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: ARBEN GRAJQEVCI
2. Street Address: 24060 WOODWARD AVE
   Apt/Suite/Other:
   City: PLEASANT RIDGE
   State: MI Zip Code: 48069
3. Registered Office Mailing Address:
   P.O. Box or Street Address:
   Apt/Suite/Other:
   City:
   State: Zip Code:

Signed this 2nd Day of May, 2022 by the organizer(s):

Signature	Title	Title if "Other" was selected
Arben Grajqevci	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

○ Decline ◉ Accept

Filed by Corporations Division Administrator Filing Number: 222550427830 Date: 05/06/2022

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

WHISTLE STOP CAFE LLC

ID Number: 802852178

received by electronic transmission on May 02, 2022 ***, is hereby endorsed.***

Filed on May 06, 2022 ***, by the Administrator.***

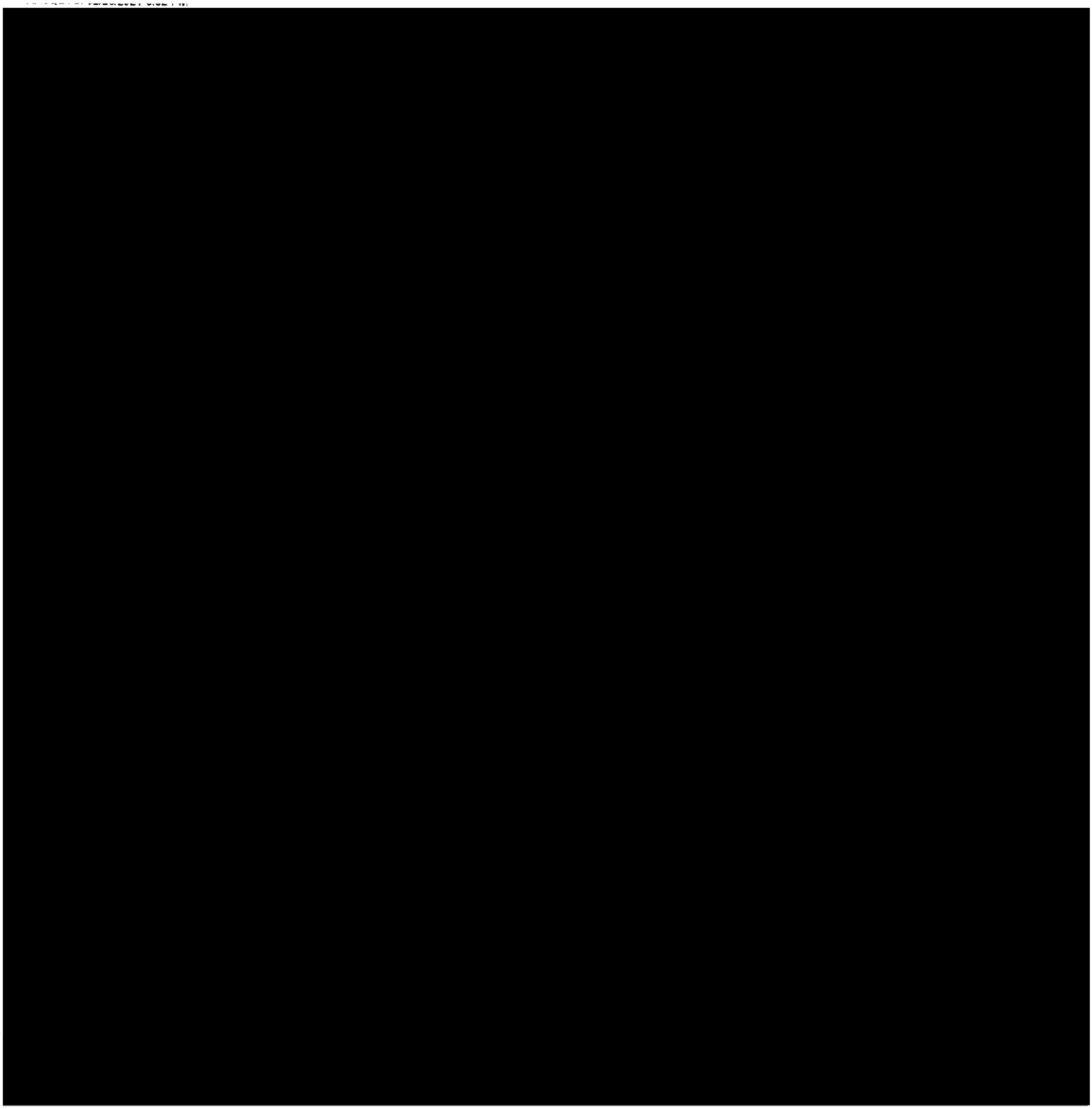
The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6th day of May, 2022.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

[redacted]

DAA



DAA

DAA

Background Information – Liquor License

Date: August 22, 2022

Applicant's Name: Arben Grajqevci for Whistle Stop Cafe LLC

Type of license applying for: Class C transfer

Doing business as (d/b/a): Whistle Stop Diner

Business Address: 24060 Woodward Ave., Pleasant Ridge, MI 48069
Address City/State Zip Code

Business Telephone: (248) 632-1311

I. I, Arben Grajqevci, do hereby certify that the following statements are correct in connection with an application for a Class C (transfer) Liquor License to be located at 24060 Woodward Ave., Pleasant Ridge, Michigan 48069.

II. Proposed location of establishment if there is no address at this time:

III. Are you the sole owner or proprietor? No or is the business to be operated as a partnership, company, corporation or limited liability company? *(circle one)*

IV. If the applicant is a partnership, company, or limited liability company, give the names, addressed and dates of birth for all persons who will have a financial investment in the licensed business or who will share in the profits of the licensed business:

NAME	ADDRESS	DATE OF BIRTH
Arben Grajqevci	[redacted]	
Besim Grajqevci		

V. **Personal Data** To be filled out by each person having an investment in the license

1. Personal applicant information:

Name: Grajqevci Arben
(last) (first) (middle)

Date of Birth: [redacted]

Place of Birth: [redacted]
(City/County/State/Country)

Are you a citizen of the United States? Yes ✓ No
If naturalized, date [redacted]
Where did naturalization occur? Detroit, MI
Attach copy of naturalization papers

If not U.S. citizen, list Alien card # - ***Attach copy of Alien card***

Marital Status: Married: ✓ Single: ____ Divorced: ____ Widowed: ____

Social Security Number: [redacted]
Attach copy of Social Security Card

[redacted]

Has the applicant ever had his/her name legally changed or otherwise used a different name, including maiden name, if applicable? Is so, list such names:

N/A
(last) (first) (middle)

(last) (first) (middle)

(last) (first) (middle)

Current Address: ____
(number and street)

(city) (state) (zip)

Home phone:(____)____ Cell phone: [redacted]

2. How long have you lived at your current address? 7 Years 2 Months
3. How long have you resided in Michigan? 23 Years ____ Months
4. How long have you lived in the U.S.? 23 Years ____ Months

5. List all of your home addresses for the past ten (10) years, excluding current:

_____

_____

_____

6. **Spouse's information – All questions in bold print related to the applicant's spouse.**

List full name of spouse: Fitore Grajqevci

Has the spouse ever had his/her name legally changed or otherwise used a different name, including maiden name, if applicable? If so, list such names:

_____
(last) (first) (middle)

_____
(last) (first) (middle)

_____
(last) (first) (middle)

Spouse's date of birth: [redacted] **Place of birth:** [redacted]

Spouse's home address: [redacted]

(city) (state) (zip)

Years at this address: 7 **Years living in Michigan** 15 **Years living in U.S.** 15

Is spouse a citizen of the United States? Yes ✓ **No**___ **If naturalized, date**____/_____/_____
Citizenship #_____**Where did naturalization occur?**_____
****Attach copy of naturalization papers***

If spouse is not a United States citizen, list Alien Card #:_____
****Attach copy of spouse's alien card***

7. List every child born to applicant:

NAME	DATE OF BIRTH	PLACE OF BIRTH	ADDRESS	RESIDES WITH WHOM
Elsa Grajqevci	[redacted]			
Reis Grajqevci				
Sara Grajqevci				

8. If you were previously married, list all of your former spouses' names, dates of birth, and addresses:

N/A

9. If your current spouse has previous marriages, list all of their former spouses' names, dates of birth and addresses:

N/A

10. Military Record

Branch Served: N/A Rank at Discharge: _____

Type of Discharge: _____ ***Attach copy of your DD-214 (Discharge) forms.***

Were you ever Court Martialed, tried on charges, or were you the subject of a Summary Court, Deck Court, Captain's Mast, Company punishment, or any other disciplinary action while in the military? If yes, explain:

N/A

Have you ever served in a military organization of any foreign government? If yes, give details:

N/A

11. Business Experience

Are you engaged in any business as an owner or partner, other than the business involved in this application? If yes, list all Company or Corporation names, along with names and addresses of all co-owners or partners.

NAME	ADDRESS	TITLE/RELATIONSHIP
Grandy's Coney Island LLC	4004 E. Outer Dr. Detroit, MI 48234	owner / operator
Pelican Cafe	2625 Gratiot Marysville, MI 48040	owner / operator

12. Employment History

A. What is your present occupation? restaurant owner

B. List names and addresses of applicant's employers for the past ten (10) years, including present employer (account for time unemployed).

NAME	ADDRESS	PHONE	TO/FROM	SUPERVISOR
Whistle Stop Diner	24060 Woodward Pleasant Ridge, MI	(248) 632-1311	2022 - present	Valter Thomaqi
Grandy's Coney Island	4004 E. Outer Dr. Detroit, MI	(313) 368-8180	2004 - present	None - I'm owner
Pelican Cafe	2825 Gratiot Marysville, MI	(810) 364-6383	2018 - present	None - I'm owner

C. Were you ever subject to any disciplinary action in connection with any employment, including discharge or asked to resign? If yes, give details: employer, address, date of occurrence and details of the situation.

No

D. Comments of your prior business experience:

I have owned and operated two successful restaurants: Grandy's Coney Island since 2004 and Pelican Cafe since 2018

13. Driving Record

A. Driver's License number [redacted] Exp Date [redacted]

Type of license Chauffeur State MI

B. Do you now or have you ever possessed a driver's license from another state? If yes, list the states and license numbers and attach copies of the licenses:

No

C. Was your driver's license ever suspended or revoked? If yes, give details, including dates and reasons:

No

D. When was your first driver's license issued? [redacted] State MI

E. Were you ever involved in an accident while driving a vehicle? If yes, give details including dates, places, injuries and arrests:

Yes. 2004 near Six Mile and Woodward. Struck by driver who failed to yield. Suffered dislocated shoulder. I was not ticketed or arrested - I was not at fault

F. Were police reports made on these accidents? If yes, list the police agencies involved:

Yes Detroit PD

14. Arrest/Criminal Record

A. Were you ever arrested, detained, taken into custody or charged with a crime in this state, in any other state, in any other country, in the military service or elsewhere? If yes, indicate below: No

DATE	VIOLATION	LOCATION	COURT DISPOSITION/SENTENCE	POLICE DEPT.

B. Were you ever investigated or suspected of being involved in a crime by the police? If yes, list all police departments involved and details:

No

C. Were you ever summoned or subpoenaed to court in a civil proceeding; or were you ever a party (Plaintiff or Defendant) in a civil action in this state or elsewhere? If yes, indicate below: Yes

DATE	ACTION/PROCEEDING	PLAINTIFF/DEFENDANT/WITNESS	COURT DISPOSITION
2017	Civil action against food distributor	Plaintiff	Settled

D. Has any member of your family or close relative (including in-laws) ever been arrested for anything other than traffic violations? If yes, give details: No

NAME	RELATION	DATE	PLACE	CHARGE	FINAL DISPOSITION

E. Do you associate with, or have you ever associated with, known persons who have been involved, charged or convicted of illegal gambling, narcotic or vice activities? If yes, explain in detail:
NO

15. References

A. Give the names, addresses and telephone numbers of three (3) reputable citizens (excluding relatives) who know your reputation.

NAME	ADDRESS/CITY	PHONE
Robert Ivezay	[redacted]	
Henry Kelmendi		
Engjello Ftoli		

B. List names, addresses, and phone numbers of two (2) current neighbors.

NAME	ADDRESS	PHONE
Bedri Rukaj	[redacted]	
Kelly Heid		

16. Family Member's Past/Present Liquor Licenses

Does any member of your family now hold or has any member of your family in the past held a license or any interest in a license for the sale of alcoholic beverages in the State of Michigan or any other state? Yes_____ No ✓
If yes, state the type of license, the name in which license was issued, the relationship to you and the location:

17. Do you presently have a permit to carry a concealed weapon? If yes, state the following:
Permit # [redacted] County of issuance Macomb
Date of original issuance [redacted] Expiration [redacted]
Permit restrictions None

18. Alcohol/Drug Usage

A. Do you drink intoxicating liquor? If yes, state amount of consumption:
Yes on social occasions

B. Have you ever been treated for alcohol abuse? If yes, give details, including location of treatment, doctor's name, length of treatment and your current status:
No

C. Have you ever been treated for abuse of any type of drug? Yes_____
No ✓ If yes, list drug:

Are you an unlawful user of, or addicted to: marijuana, cocaine, a depressant, a stimulant or a narcotic drug? Yes_____
No ✓ If yes, list the drugs:

IMPORTANT: ANY QUESTIONS IN THE QUESTIONNAIRE ANSWERED FALSELY WILL RESULT IN THE IMMEDIATE REJECTION OF YOUR LIQUOR LICENSE APPLICATION OR REVOCATION OF YOUR LIQUOR LICENSE.

[redacted]
Signature of applicant

Arben Grajqevci
Printed name of applicant

[redacted]
Address of applicant

[redacted]
City/State/Zip

[redacted]
Contact number of applicant

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On the 19th day of August, 2022, Arben Grajgevci did appear personally, before me, a Notary Public, in and for said County, and being duly sworn by me, did state (s)he is the applicant of the within questionnaire, and that the information contained within the application is true, correct and complete.

Notary Public
Hillsdale County, Michigan

My Commission expires: 4/11/26

Acting in County of Oakland

CHARLENE R. COPELAND
NOTARY PUBLIC, STATE OF MI
COUNTY OF HILLSDALE
MY COMMISSION EXPIRES Apr 11, 2026
ACTING IN COUNTY OF Oakland

City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069
248-541-2900

Authorization for Release of Personal Information

I, Arben Grajqevci, whose date of birth is [redacted], am the applicant for the foregoing Liquor License application and background questionnaire for the City of Pleasant Ridge, Pleasant Ridge, Michigan.

I authorize a review and full disclosure of all records, or any part thereof, about my to any authorized employee for the City of Pleasant Ridge, whether the records are public or private, even if the records may be otherwise considered privileged or confidential. I intend this authorization to be used in providing information which will determine my suitability to obtain a liquor license.

This authorization is for the records of employment records; financial or credit institutions, credit reports or rating; and civil, criminal and/or traffic records.

All information in this application for a liquor license issued by the City of Pleasant Ridge, is true and complete to the best of my knowledge. I understand all information in the application and questionnaire will be investigated. Any inaccurate, untruthful, or misleading statements will be a reason for immediate rejection, refusal and/or revocation of my proposed or current liquor license.

If I need to update any information contained herein, I will send or bring the information to the City Manager, City of Pleasant Ridge, located at 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069. A photocopy of this release will be valid as the original, even though the photocopy does not contain my original signature.

I agree to indemnify and hold harmless the City of Pleasant Ridge, and its agents, from all claims, demands, causes of action, damages, losses, and expenses arising out of, or because of, any matter relating to this authorization.

Arben Grajqevci
Applicant's name – PRINTED

[redacted]
Applicant's FULL LEGAL SIGNATURE

8/19/22
Date

Steven Grubbel
Witness Name – PRINTED

[redacted]
Witness FULL LEGAL SIGNATURE

Background Information – Liquor License

Date: August 22, 2022

Applicant's Name: Besim Grajqevci for Whistle Stop Cafe, LLC

Type of license applying for: Class C transfer

Doing business as (d/b/a): Whistle Stop Diner

Business Address: 24060 Woodward Ave., Pleasant Ridge, MI 48069
Address City/State Zip Code

Business Telephone: (248) 632-1311

I. I, Besim Grajqevci, do hereby certify that the following statements are correct in connection with an application for a Class C (transfer) Liquor License to be located at 24060 Woodward Ave., Pleasant Ridge, Michigan 48069.

II. Proposed location of establishment if there is no address at this time:

III. Are you the sole owner or proprietor? No or is the business to be operated as a partnership, company, corporation or limited liability company? *(circle one)*

IV. If the applicant is a partnership, company, or limited liability company, give the names, addressed and dates of birth for all persons who will have a financial investment in the licensed business or who will share in the profits of the licensed business:

NAME	ADDRESS	DATE OF BIRTH
Arben Grajqevci	[redacted]	
Besim Grajqevci		

V. **Personal Data** To be filled out by each person having an investment in the license

1. Personal applicant information:

Name: ~~Besim~~ Grajqevci Besim
(last) (first) (middle)
Date of Birth: [redacted]

Place of Birth: [redacted]
(City/County/State/Country)

Are you a citizen of the United States? Yes ✓ No ____
If naturalized, date ____/____/____ Citizenship #____
Where did naturalization occur?____
Attach copy of naturalization papers

If not U.S. citizen, list Alien card #____ ***Attach copy of Alien card***

Marital Status: Married: ✓ Single: ____ Divorced: ____ Widowed: ____

Social Security Number: [redacted]
Attach copy of Social Security Card

[redacted]

Has the applicant ever had his/her name legally changed or otherwise used a different name, including maiden name, if applicable? Is so, list such names:

No
(last) (first) (middle)

(last) (first) (middle)

(last) (first) (middle)

Current Address: [redacted]
(city) (state) (zip)

Home phone:(____)____ Cell phone: [redacted]

2. How long have you lived at your current address? 4 Years 9 Months
3. How long have you resided in Michigan? 23 Years ____ Months
4. How long have you lived in the U.S.? 23 Years ____ Months

5. List all of your home addresses for the past ten (10) years, excluding current:

[redacted]

6. **Spouse's information – All questions in bold print related to the applicant's spouse.**

List full name of spouse: Donjeta Grajgevci

Has the spouse ever had his/her name legally changed or otherwise used a different name, including maiden name, if applicable? If so, list such names:

Hasani	Donjeta	
(last)	**(first)**	**(middle)**
(last)	**(first)**	**(middle)**
(last)	**(first)**	**(middle)**

Spouse's date of birth: [redacted] **Place of birth:** [redacted]

Spouse's home address: [redacted]
(number and street)
[redacted]
(city) (state) (zip)

Years at this address: 21 **Years living in Michigan** 21 **Years living in U.S.** 21

Is spouse a citizen of the United States? Yes___ No ✓ **If naturalized, date____/____/____**
Citizenship #_____Where did naturalization occur?_____
****Attach copy of naturalization papers***

If spouse is not a United States citizen, list Alien Card #:_____
****Attach copy of spouse's alien card***

7. List every child born to applicant: N/A

NAME	DATE OF BIRTH	PLACE OF BIRTH	ADDRESS	RESIDES WITH WHOM

8. If you were previously married, list all of your former spouses' names, dates of birth, and addresses:
N/A

9. If your current spouse has previous marriages, list all of their former spouses' names, dates of birth and addresses:
N/A

10. Military Record
Branch Served: N/A Rank at Discharge:_____
Type of Discharge:_____ ***Attach copy of your DD-214 (Discharge) forms.***

Were you ever Court Martialed, tried on charges, or were you the subject of a Summary Court, Deck Court, Captain's Mast, Company punishment, or any other disciplinary action while in the military? If yes, explain:
N/A

Have you ever served in a military organization of any foreign government? If yes, give details:
N/A

11. Business Experience
Are you engaged in any business as an owner or partner, other than the business involved in this application? If yes, list all Company or Corporation names, along with names and addresses of all co-owners or partners. No

NAME	ADDRESS	TITLE/RELATIONSHIP

12. Employment History

A. What is your present occupation? restaurant manager

B. List names and addresses of applicant's employers for the past ten (10) years, including present employer (account for time unemployed).

NAME	ADDRESS	PHONE	TO/FROM	SUPERVISOR
Whistle Stop Diner	24060 Woodward Pleasant Ridge, MI	(248) 632-1311	2022 - present	Arben Grajgevci
Grandy's Coney Island	4604 E. Outer Dr. Detroit, MI 48234	(313) 368-8180	2018 - 2022	Arben Grajgevci

C. Were you ever subject to any disciplinary action in connection with any employment, including discharge or asked to resign? If yes, give details: employer, address, date of occurrence and details of the situation.

No

D. Comments of your prior business experience:

I have worked with my brother in the restaurant business for the past four years

13. Driving Record

A. Driver's License number [redacted] Exp Date [redacted]

Type of license Enhanced Driver State MI

B. Do you now or have you ever possessed a driver's license from another state? If yes, list the states and license numbers and attach copies of the licenses:

No

C. Was your driver's license ever suspended or revoked? If yes, give details, including dates and reasons:

No

D. When was your first driver's license issued? [redacted] State MI

E. Were you ever involved in an accident while driving a vehicle? If yes, give details including dates, places, injuries and arrests:

Yes, 2017 ran a red light at Nine Mile and Sherwood in Warren. No injuries No arrests

F. Were police reports made on these accidents? If yes, list the police agencies involved:

Yes Warren PD

14. Arrest/Criminal Record

A. Were you ever arrested, detained, taken into custody or charged with a crime in this state, in any other state, in any other country, in the military service or elsewhere? If yes, indicate below: No

DATE	VIOLATION	LOCATION	COURT DISPOSITION/SENTENCE	POLICE DEPT.

B. Were you ever investigated or suspected of being involved in a crime by the police? If yes, list all police departments involved and details:

No

C. Were you ever summoned or subpoenaed to court in a civil proceeding; or were you ever a party (Plaintiff or Defendant) in a civil action in this state or elsewhere? If yes, indicate below: No

DATE	ACTION/PROCEEDING	PLAINTIFF/DEFENDANT/WITNESS	COURT DISPOSITION

D. Has any member of your family or close relative (including in-laws) ever been arrested for anything other than traffic violations? If yes, give details: No

NAME	RELATION	DATE	PLACE	CHARGE	FINAL DISPOSITION

E. Do you associate with, or have you ever associated with, known persons who have been involved, charged or convicted of illegal gambling, narcotic or vice activities? If yes, explain in detail:
No

15. References

A. Give the names, addresses and telephone numbers of three (3) reputable citizens (excluding relatives) who know your reputation.

NAME	ADDRESS/CITY	PHONE
Dylan Dempsey	[redacted]	
Marc Szalkowski		
Selvic Arifi		

B. List names, addresses, and phone numbers of two (2) current neighbors.

NAME	ADDRESS	PHONE
Richard Browicki	[redacted]	
Brent Kuczaj		

16. Family Member's Past/Present Liquor Licenses

Does any member of your family now hold or has any member of your family in the past held a license or any interest in a license for the sale of alcoholic beverages in the State of Michigan or any other state? Yes_____ No ✓
If yes, state the type of license, the name in which license was issued, the relationship to you and the location:

17. Do you presently have a permit to carry a concealed weapon? If yes, state the following: No
Permit #_____ County of issuance_____
Date of original issuance_____ Expiration_____
Permit restrictions_____

18. Alcohol/Drug Usage

A. Do you drink intoxicating liquor? If yes, state amount of consumption:
Yes on social occasions

B. Have you ever been treated for alcohol abuse? If yes, give details, including location of treatment, doctor's name, length of treatment and your current status:
No

C. Have you ever been treated for abuse of any type of drug? Yes_____
No ✓ If yes, list drug:

Are you an unlawful user of, or addicted to: marijuana, cocaine, a depressant, a stimulant or a narcotic drug? Yes_____
No ✓ If yes, list the drugs:

IMPORTANT: ANY QUESTIONS IN THE QUESTIONNAIRE ANSWERED FALSELY WILL RESULT IN THE IMMEDIATE REJECTION OF YOUR LIQUOR LICENSE APPLICATION OR REVOCATION OF YOUR LIQUOR LICENSE.

[redacted]
Signature of applicant

Besim Grajqevci
Printed name of applicant

[redacted]
Address of applicant

[redacted]
City/State/Zip

[redacted]
Contact number of applicant

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On the 19th day of August, 2022, Besim Grajgevci did appear personally, before me, a Notary Public, in and for said County, and being duly sworn by me, did state (s)he is the applicant of the within questionnaire, and that the information contained within the application is true, correct and complete.

Notary Public
Hillsdale County, Michigan

My Commission expires: 4/11/26

Acting in County of Oakland

CHARLENE R. COPELAND
NOTARY PUBLIC, STATE OF MI
COUNTY OF HILLSDALE
MY COMMISSION EXPIRES Apr 11, 2026
ACTING IN COUNTY OF Oakland

City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069
248-541-2900

Authorization for Release of Personal Information

I, Besim Grajqevci, whose date of birth is [redacted], am the applicant for the foregoing Liquor License application and background questionnaire for the City of Pleasant Ridge, Pleasant Ridge, Michigan.

I authorize a review and full disclosure of all records, or any part thereof, about my to any authorized employee for the City of Pleasant Ridge, whether the records are public or private, even if the records may be otherwise considered privileged or confidential. I intend this authorization to be used in providing information which will determine my suitability to obtain a liquor license.

This authorization is for the records of employment records; financial or credit institutions, credit reports or rating; and civil, criminal and/or traffic records.

All information in this application for a liquor license issued by the City of Pleasant Ridge, is true and complete to the best of my knowledge. I understand all information in the application and questionnaire will be investigated. Any inaccurate, untruthful, or misleading statements will be a reason for immediate rejection, refusal and/or revocation of my proposed or current liquor license.

If I need to update any information contained herein, I will send or bring the information to the City Manager, City of Pleasant Ridge, located at 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069. A photocopy of this release will be valid as the original, even though the photocopy does not contain my original signature.

I agree to indemnify and hold harmless the City of Pleasant Ridge, and its agents, from all claims, demands, causes of action, damages, losses, and expenses arising out of, or because of, any matter relating to this authorization.

Besim Grajqevci
Applicant's name – PRINTED

[redacted]
Applicant's FULL LEGAL SIGNATURE

8/19/22
Date

Steven Grobbel
WitnessName – PRINTED

[redacted]
Witness FULL LEGAL SIGNATURE

BACKGROUND INFORMATION FOR LIQUOR LICENSE

The information provided by the applicant is this questionnaire will be used in an investigation to determine whether or not the character and financial ability of each applicant to operate a liquor establishment meets the required standards set for by the Michigan Liquor Control Act and the Pleasant Ridge Liquor Control Ordinance. Please read every question carefully and answer truthfully and accurately. All statements are subject to verification; any deliberate inaccuracies, falsifications, or incomplete statements may result in the denial of applicant's request for a liquor license.

All answers in this questionnaire should be typed or printed legibly in black ink. If the space provided is insufficient for a complete answer, use additional sheets of paper following the same format used in the questionnaire and attach to that part of the application. If a question is not applicable to the applicant, answer with the symbol N/A (Not Applicable). Otherwise, there must be an answer for each question.

Photo copies of the following documents must be attached to the questionnaire, if applicable:

- ____ Birth Certificate
- ✓ Driver's License
- ✓ Social Security Card
- ____ Alien Card
- ✓ Naturalization/Citizenship Papers
- ✓ Concealed Weapons Permit
- ✓ Incorporation/Partnership Papers
- ✓ Partnership Agreement Papers
- ____ Loan Statements
- ✓ Lease Agreements
- ✓ Purchase Agreements
- ____ Preliminary Site Plan

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Filed by Corporations Division Administrator Filing Number: 222550427830 Date: 05/06/2022

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

WHISTLE STOP CAFE LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: ARBEN GRAJQEVCI
2. Street Address: 24060 WOODWARD AVE
   Apt/Suite/Other:
   City: PLEASANT RIDGE
   State: MI Zip Code: 48069
3. Registered Office Mailing Address:
   P.O. Box or Street Address:
   Apt/Suite/Other:
   City:
   State: Zip Code:

Signed this 2nd Day of May, 2022 by the organizer(s):

Signature	Title	Title if "Other" was selected
Arben Grajqevci	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

○ Decline ◉ Accept

Filed by Corporations Division Administrator Filing Number: 222550427830 Date: 05/06/2022

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

WHISTLE STOP CAFE LLC

ID Number: 802852178

received by electronic transmission on May 02, 2022 ***, is hereby endorsed.***

Filed on May 06, 2022 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6th day of May, 2022.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

OPERATING AGREEMENT FOR

WHISTLE STOP CAFE LLC

A Michigan Limited Liability Company

THIS OPERATING AGREEMENT is made on May 6, 2022 by and between Whistle Stop Cafe LLC, a Michigan limited liability company, and the Members of the Company who agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 ***"Act"*** means the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as may be amended.

1.2 ***"Admission Agreement"*** means the agreement executed by any new Member or by any assignee of any membership interest whereby the new Member agrees to be bound by the terms and conditions of this Agreement, the Articles and any other applicable laws or bylaws.

1.3 ***"Agreement"*** means this Agreement as it may be amended in accordance with the provisions of Section 9.6 hereof.

1.4 ***"Articles"*** means the Articles of Organization filed by the Company with the Michigan Department of Licensing & Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, Corporations Division.

1.5 ***"Capital Account"*** means the financial record kept by the Company for each Member reflecting any and all capital transactions including, but not necessarily limited to, any capital contributions and any recognized gains or losses of the Company for tax purposes, for each Member in accordance with the terms of this Agreement.

1.6 ***"Capital Commitment"*** means the amount as set forth in Exhibit A that each Member agrees to contribute to the capital of the Company upon the execution of this Agreement.

1.7 ***"Code"*** means the United States Internal Revenue Code of 1986, as amended.

1.8 ***"Company"*** means Whistle Stop Cafe LLC, a Michigan limited liability company.

1.9 ***"Member(s)"*** shall collectively refer to the persons who have an ownership interest in the Company and who either execute this Agreement or who shall hereafter be admitted as members of the Company. The term ***"Member"*** means any individual who is one of the Members of the Company.

1.10 ***"Regulations"*** means the regulations issued by the United States Department of Treasury under the Code.

1.11 ***"Sharing Ratio"*** means the percentage interest of each Member in the total capital of the Company as adjusted from tune to time to reflect changes in the Capital Accounts of the Members and the total capital in the Company.

ARTICLE 2
ORGANIZATION

2.1 Formation. The Company has been organized as a Michigan limited liability company under and pursuant to the Act by the filing of the Articles with the Michigan Department of Licensing & Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, Corporations Division. If the Company has not been organized as of the date of this Agreement, the Members agree to cause it to be organized.

2.2 Name. The name of the Company shall be Whistle Stop Cafe LLC. The Company may also conduct its business under one or more assumed names.

2.3 Purpose. The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

2.4 Duration. The Company shall continue in existence for the period fixed in the Articles as the duration of the Company or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

2.5 Effective Date. This Agreement shall be effective as of the earliest of the date of this Agreement and the date of filing of the Articles and shall continue until terminated.

2.6 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor.

2.7 Conflicts of Interest.

2.7.1 Nothing herein shall be construed to prevent any Member, or any entity in which such person may have an interest, from dealing with the Company in the following circumstances: (a) with the consent of the Members or (b) if done in compliance with Section 409 of the Act.

2.7.2 The Members may have other business interests and may engage in other activities in addition to those relating to the Company. The other business interests and

activities of the Members may be of any nature or description and may be engaged in independently or with other Members. Neither the Company nor any Member shall have any right, by virtue of this Agreement or the Company created hereby, in or to such other ventures or activities of a Member or to the income or proceeds derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

ARTICLE 3
BOOKS RECORDS AND ACCOUNTING

3.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records shall be kept at the Company's Registered Office. The Company shall also maintain at its offices a list of the names and addresses of all Members, which any Member or his or her designated representative may inspect during business hours upon reasonable notice to the Company. .

3.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The accounting methods and principles to be followed by the Company shall be selected by the Members from time to time.

3.3 Reports. Reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members shall be provided to the Members in the time, manner and form as the Members determine. Such reports shall be provided at least annually as soon as practicable after the end of each calendar year and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit.

3.4 Member's Accounts. Separate Capital Accounts for each Member shall be maintained by the Company. Each Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

3.5 Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined below) of the net profits or net losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

3.6 Sale or Exchange of Interest. In the event of a sale or exchange of some or all of a Member's interest in the Company, the Capital Account of the transferring Member shall become the Capital Account of the assignee, to the extent it relates to the portion of the interest transferred.

3.7 Compliance with Section 704(b) of the Code. The provisions of this Article as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gains and credits pursuant to this Agreement to have substantial economic effect under the Regulations promulgated under

§704(b) of the Code, in view of the distributions and capital contributions made pursuant to this Agreement.

ARTICLE 4
CAPITAL CONTRIBUTIONS

4.1. Initial Commitments and Contributions. By the execution of this Agreement, the initial Members hereby agree to contribute to the Company, as the Capital Commitment, the cash and/or other property set opposite such Member's name in the attached Exhibit A. The Members may pay the Capital Commitment according to any schedule established by the Members and the Company. The Sharing Ratio for the Members is also set forth in Exhibit A. Any additional Member (other than an assignee of a membership interest who has been admitted as a Member) shall make the capital contribution set forth in an Admission Agreement. No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Agreement.

4.2 Additional Contributions. Additional capital over and above the Capital Commitment shall be paid to the Company by the Members as agreed by vote of the Members.

ARTICLE 5
ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations. Except as may be required by the Code or this Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Sharing Ratios.

5.2 Distributions. Distributions may be made to the Members from time to time after the Members determine in their reasonable judgment, that the Company has sufficient cash on hand which exceeds the current and the anticipated needs of the Company to fulfill its business purposes (including, needs for operating expenses, debt service, acquisitions, reserves and mandatory distributions, if any). All distributions shall be made to the Members in accordance with their Sharing Ratios. Distributions shall be in cash or property or partially in both, as determined by the Members. No distribution shall be declared or made if, after giving it effect, it would violate the provisions of applicable law governing the permissibility of distributions by limited liability companies to their members.

5.3 Liquidation. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a Certificate of Dissolution has been filed as required by the Act. Upon dissolution of the Company, the business and affairs of the Company shall be wound up and the Company liquidated as rapidly as business circumstances permit. The Members shall agree on the appointment of a liquidating trustee (who may or may not be a Member). The assets of the Company shall be liquidated and the proceeds thereof shall be distributed (to the extent permitted by applicable law) in the following order: (a) first, to creditors; (b) second, for reserves reasonably required to provide for liabilities (contingent or otherwise) of the Company; (c) third,

to each Member in an amount equal to such Member's positive Capital Account balance; and (d) fourth, pro rata to Members based upon their Sharing Ratios.

ARTICLE 6
DISPOSITION OF MEMBERSHIP INTERESTS

6.1. Assignment of Right to Receive Distributions. A Member may assign such Member's right to receive distributions from the Company in whole or in part at any time upon execution of a written agreement between the assigning Member and the assignee. Other than as to the assigned distributions, the assignment of such right does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled. The assigning Member shall remain a Member and retain all rights and powers of a Member (other than as to the assigned distributions).

6.2 Charging Order. Any Member whose membership interest is subject to a charging order as provided in Section 507 of the Act shall remain a Member and retain all rights and powers of a Member except the right to receive distributions to the extent charged. The judgment creditor shall have only the rights of an assignee of a membership interest as provided in Section 6.1.

6.3 Transfer of Membership Interest. A Member may only assign, transfer or encumber such Member's membership interest, in whole or in part, upon the affirmative vote of the Members holding a majority of the total Sharing Ratios. No membership interest shall be transferred if: (i) the disposition would not comply with all applicable state and federal securities laws and regulations; or (ii) the transferee of the membership interest fails to execute an Admission Agreement, and to provide each of the other Members with the information and other agreements that they may require in connection with such a transfer. If admitted, the substitute member has, to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of a Member under the Articles, this Agreement, and the Act.

ARTICLE 7
MEMBERS

7.1 Management of Business. The Company shall be managed by the Members who shall make the ordinary and usual decisions concerning the business and affairs of the Company. Each Member shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

7.2 Required Vote. Unless a greater vote is required by the Act, the Articles or this Agreement, the affirmative vote or consent of Members entitled to vote or consent on such matter assuring a majority in interest of the Sharing Ratios is required to take or approve any action requiring a Member vote.

7.3 Consent. Any action required or permitted to be taken by the Members may be taken without a meeting, without prior notice, and without a vote. The consent must be in writing, set forth the action so taken, and be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all membership interests entitled to vote on the action were present and voted. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all members who have not consented in writing to such action.

7.4 Tax Matters Partner. Arben Grajqevci shall be the "tax matters partner" and, as such, shall be solely responsible for representing the Company in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities; but the tax matters partner shall keep the other Members reasonably informed of any Company dealings with any tax agency.

ARTICLE 8
EXCULPATION OF LIABILITY; INDEMNIFICATION

8.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member shall not be liable to any other Member, the Company, or any third party for the acts, debts or liabilities of the Company.

8.2 Indemnification. Except as otherwise provided in this Article; the Company shall indemnify and hold harmless any Member and may indemnify and hold harmless any employee or agent of the Company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Member, employee or agent of the Company against expenses, including attorney's fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believed to be in the best interests of the Company and with respect to a criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful. To the extent that a Member, employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorney's fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a vote of the Members holding a majority in interest of the total Sharing Ratios of all Members who are not parties or threatened to be made parties to the action, suit or proceeding. Notwithstanding the foregoing to the contrary, no indemnification shall be provided

to any Member, employee or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Agreement or the Act, or a knowing violation of law.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

9.2 Article Headings. The Article headings contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

9.3 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

9.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

9.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendment. This Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Agreement. No change or modification to this Agreement shall be valid unless in writing and signed by all of the parties to this Agreement.

9.7 Notices. Any notice permitted or required under this Agreement shall be conveyed to the party at the address designated in writing by such party and will be deemed to have been given, when deposited in the United. States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission.

9.8 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

9.9 Governing Law. This Agreement is being executed and delivered in the State of Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

9.9 **Governing Law.** This Agreement is being executed and delivered in the State of Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan

IN WITNESS WHEREOF, the parties hereto make and execute this Agreement on the dates set below their names, to be effective on the date first above written

Company **Members**

Whistle Stop Cafe LLC

By:

Arben Grajqevci
Its: Member/Manager

Arben Grajqevci
[redacted]

Besim Grajqevci
[redacted]

EXHIBIT A
CAPITAL

Member		
Commitment	**Sharing Ratio**	
Arben Grajqevci	$51.00	51%
Besim Grajqevci	$49.00	49%

EXHIBIT A
CAPITAL

Member	Commitment	Sharing Ratio
Arben Grajqevci	$51.00	51%
Besim Grajqevci	$49.00	49%

OPERATING AGREEMENT

Whistle Stop Liquor License

THIS OPERATION AGREEMENT ("Agreement") is made and entered into on _____, 2022, by and between the City of Pleasant Ridge, a Michigan Municipal corporation, whose address is 23925 Woodward Ave., Pleasant Ridge, Michigan 48069 (referred to in this Agreement as the "City"); Arben Grajqevci, whose address is 53005 Gregory, Macomb, Michigan 48042 and Whistle Stop Café LLC, a Michigan limited liability company, whose address is 24060 Woodward Ave., Pleasant Ridge, Michigan 48069. Arben Grajqevci and Whistle Stop Café LLC are referred to jointly in this Agreement as the "Applicant." The City and the Applicant are collectively referred to in this Agreement as the "Parties."

Recitals

A. The Applicant operates a restaurant known as Whistle Stop (referred to in this Agreement as the "Restaurant") located at 24060 Woodward Avenue, Pleasant Ridge, Michigan, whose legal description is attached as Exhibit A (referred to in this Agreement as the "Property").

B. The Applicant has requested that the City approve the transfer of a Class C liquor license (referred to in this Agreement as the "License") from the current licensee Whistle Stop I, Inc. to the Applicant for use at the Restaurant.

C. Under Sections 501 and 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1501 and 436.1531), it is within the City's discretion to approve the issuance of Class C liquor licenses before the license is granted by the MLCC, and the City is neither required to approve issuance of a minimum number of Class C quota liquor licenses, nor required to approve the transfer of any existing Class C quota liquor licenses.

D. The City has adopted Ordinance No. 391, which applies to the License requested by the Applicant. Said Ordinance No. 391, as it may be amended from time to time, is known and referred to in this Agreement as the "Liquor Control Ordinance."

E. As part of the Applicant's application to the City for the Licenses and as an inducement to the City to approve the transfer of the License to the Applicant for its use at the Restaurant, the Applicant proposed and incorporated a plan of operation for the Restaurant, which is attached as Exhibit B (the "Plan"), and a site plan for the Property, which is attached as Exhibit C (the "Site Plan").

F. As an additional inducement to the City to approve the issuance of the License to the Applicant for its use at the Restaurant, the Applicant acknowledges that it voluntarily offered or accepted the restrictions regarding the operation of the Restaurant as set forth or referred to in this Agreement and is, in all respects, willing to abide by the terms of this Agreement.

G. The City held a public hearing on _____, to consider the Applicant's request for the License, pursuant to the Liquor Control Ordinance.

H. The City has approved the Applicant's application for issuance of the License at the Restaurant, pursuant to the Liquor Control Ordinance, and, consistent with Applicant's representations and the City's approval, the Applicant and the City enter into this Agreement.

Agreement

NOW, THEREFORE, as an integral part of the approval of the issuance of the License to the Applicant for its use at the Restaurant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED as follows:

1. **Recitations and Exhibits.** The Recitations, above, are incorporated herein by this reference and expressly agreed to and made a part of this Agreement for all purposes. The exhibits attached hereto and the information contained therein are incorporated herein as though fully set forth as part of this Agreement.

2. **Approval of License.** The City will, in reliance upon the Applicant's agreement herein, declare its approval of the transfer of the above Class C Liquor License to the Applicant for its use at the Licensed Premises as having been finalized and will notify the MLCC of said City approval.

3. **Operation.** In connection with its operation of the Restaurant and use of the License, the Applicant agrees to comply with:

(a) all restrictions, limitations, requirements, representations and standards offered, proposed, set forth or otherwise identified in the Plan, the Site Plan, this Agreement, the Liquor control Ordinance, and all other applicable federal, state and City laws, ordinances, rules and regulations (altogether the "Documents"); and

(b) the following additional requirements:

(i) except as provided in (ii), below, the days and hours of operation shall be limited to 7:30 a.m. until 3:00 p.m. from Monday through Saturday, and 8:00 a.m. until 3:00 p.m. on Sunday;

(ii) the Restaurant may open for occasional private events (e.g., birthday parties, baby showers and wedding showers) between the hours of 5:30 p.m. and 10:30 p.m., provided there shall not be more than1 such event in any seven (7) day period and no more than two (2) such events in any thirty (30) day period, and provided further that the Restaurant shall not be open to the general public during such events; and

(iii) there shall be no entertainment, such as performances, motion pictures, contests, patron dancing, other dancing, closed circuit television, or topless activity (as that term is defined by subsection

916(15) of the Michigan Liquor Control Code of 1998) at the Restaurant, and the Applicant hereby waives and releases the City from any claim that this mutually agreed upon restriction is unconstitutional or otherwise unenforceable.

In the event of any conflict between (a) and (b), above, the requirements in (b) shall apply. In the event of any conflict between any provisions of the Documents (other than the provisions in (b), above), the City shall have the sole discretion to determine which provision applies and shall notify Applicant of such determination in writing.

4. **Violations; Enforcement**. If Applicant fails to operate the Restaurant in compliance with all of the Documents, or uses the License in any manner that violates or does not comply with any of the Documents, the Parties agree that such noncompliance shall constitute a violation of the Liquor Control Ordinance and a breach of this Agreement, and, in such event, the Parties acknowledge and agree that the City may undertake enforcement in all or any of the following manners, in its discretion, pursuant to the Liquor Control Ordinance, other applicable ordinances of the City and applicable state law: (a) issue a misdemeanor appearance ticket, to Arben Grajqevci or any other officer or director of Whistle Stop Café LLC Inc. or manager of the Restaurant, for each such violation to be prosecuted in the District Court under the City Code of Ordinances and, in such event, each day on which any such violation shall continue shall constitute a separate and additional offense and shall be punishable as such; (b) notify the Michigan Liquor Control Commission of the violation(s) and seek nonrenewal of the License at its annual expiration date; and/or (c) seek immediate injunctive relief, specific performance, declaratory relief and other equitable and legal relief from the Oakland County Circuit Court, and Applicant agrees to be subject to the jurisdiction of the Oakland County Circuit Court and, if said Court determines that a violation of this Agreement or the Liquor Control Ordinance or any of the Documents has occurred, said Court may immediately suspend Applicant's liquor license and shall order liquidated damages to the City in the amount of $1,000.00 for each day that the violation existed and continues to exist. With respect to (c), above, the Parties acknowledge the following: (i) this Agreement and the covenants and obligations in this Agreement are unique, and in the event of default by the Applicant, the City would not be able to be adequately or fully compensated solely by money damages, and the City shall therefore have the right to enforce the terms and provisions of this Agreement by a court action for specific performance, injunctive relief, declaratory relief and/or other equitable relief; and (ii) the burdens and costs incurred by the City in the form of administrative, police, fire, health, legal and other undertakings due to such violations are impossible to predict and the Parties have therefore agreed on the above amount of daily liquidated damages as being appropriate and reasonable in this matter. If the City prevails or is awarded any relief in any of the enforcement efforts described in this Section 4 of the Agreement, it shall be entitled to recover all reasonable court costs, expert costs and attorney fees it incurs in the course of undertaking such efforts.

5. **Transfers.** If Applicant seeks to transfer the License to another operator for use at the Property or another site located within the City of Pleasant Ridge, it shall comply with Section 18-56 of the Liquor Control Ordinance, and all other applicable Documents. For this purpose, a transfer of the License shall include a transfer of a majority of the membership interest of Whistle Stop Café LLC. In the event the Applicant transfers, sells or assigns its interest in the

License and/or Restaurant at the Property to another person or entity, it shall make the provision, as a requirement of said sale, that the purchaser or purchasers abide by the terms of the Documents and this Agreement, in writing, and enter into a new agreement with the City under the same terms and conditions as stated in this Agreement.

6. **Cessation of Operations.** If Applicant ceases operations of the Restaurant for more than 30 consecutive days, Applicant shall not place the License in escrow with the Michigan Liquor Control Commission, but rather shall return the License to the Michigan Liquor Control Commission and request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1531). Notwithstanding the previous sentence, if the cessation of operations is due to an emergency business interruption event, such as a fire, weather - related damage, or governmentally-declared emergency, Applicant may place the License in escrow for a period not to exceed 120 days. The Applicant may request an extension of the time parameters from the City Commission because of extenuating circumstances. If the License cannot be reactivated by Applicant within that 120-day period, Applicant shall request that the License be cancelled unless granted additional time by the City Commission.

7. **Prohibition on License in Escrow.** If Applicant determines that it does not need or cannot use the License, for whatever reason, Applicant shall not place the License in escrow with the Michigan Liquor Control Commission, but rather shall request that its rights to the License be terminated and that the License not be placed or continued in escrow but instead be returned to the City to be added to its available licenses under the quota provisions of Section 531 of the Michigan Liquor Control Code of 1998 (being MCL 436.1531), unless after a request from the Applicant, the City approves the placement of the License into escrow.

8. **Assignment to City**. If the Applicant

(a) determines that it desires to cancel the License and so notifies the City,
(b) takes action so as to cancel the License and fails to notify the City, or
(c) fails to take any action such that the License could be canceled by operation of law,

the City shall have the right and option, upon written notice to the Applicant, to accept the assignment and transfer of the License to the City, without payment to Applicant, pursuant to the Assignment of Liquor License, attached as Exhibit D.

9. **Indemnification and Insurance**. Applicant shall defend, hold harmless and indemnify the City, its elected and appointed officials, employees, and agents, against any claims, losses, damages, demands, expenses, or other liabilities, including attorneys' fees, which are caused in any way by Applicant's operation of the Restaurant or its use of the License, or by Applicant's employees, agents, or invitees, including but not limited to personal injury or property damage. In support of this hold harmless provision, Applicant shall secure and maintain commercial general liability insurance, insuring both personal injury and property damage, with limits not less than $1,000,000 per occurrence. The City (and those persons

named above) shall be named as additional insureds and such policies shall have a 30-day notice provision prior to cancellation, lapse or non-renewal. A certificate of such insurance, showing such parties as additional insureds, shall be provided to the City upon issuance of the Policy and upon each renewal or replacement thereof.

10. Waiver. Applicant voluntarily waives and forever releases any right or option it may have under current or future state laws or regulations that are inconsistent with the terms of this Agreement, and agrees that the terms of this Agreement are reasonable and lawful.

11. Non-Taking. The Applicant fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement and the ordinances and policies of the City, and Applicant shall not be permitted in the future to claim that the effect of this Agreement or the ordinances and policies of the City result in an unreasonable limitation upon use of the Property, Restaurant or License, or claim that enforcement of this Agreement or the ordinances and policies of the City causes an inverse condemnation, other condemnation or taking of all or any portion of the Property, Restaurant or License. Furthermore, it is agreed and acknowledged hereby that the terms, conditions, requirements, and obligations of this Agreement and the ordinances and policies of the City are clearly and substantially related to the City's legitimate interests in preserving and promoting economic development and business growth within the City, and in protecting the public health, safety, and general welfare of the City.

12. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect: (a) such invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement; (b) this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it; and (c) the remainder of this Agreement shall remain in full force and effect.

13. Amendments. No waiver, alteration, amendment, or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

14. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party.

15. Non-Waiver; Estoppel. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. Failure by a Party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.

16. Miscellaneous. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Parties. This Agreement shall be construed in

accordance with the laws of the State of Michigan. This Agreement may be executed in counterparts and such counterparts taken together shall be construed as an original. Time shall be of the essence for all obligations of this Agreement.

17. Notice. All requirements for notice contained in this Agreement shall be deemed to require notice in writing at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending:

To City: City Manager
City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

To Applicant:

Arben Grajqevci
Whistle Stop Café LLC
24060 Woodward Ave.
Pleasant Ridge, Michigan 48069

18. Effective Date. This Agreement shall become effective only upon the last to occur of the following events: (a) the execution of this Agreement by all of the Parties; (b) the effective date of the City's approval of the transfer requested by the Applicant; and (c) the effective date of the Michigan Liquor Control Commission's approval of the transfer requested by the Applicant. On the date, if any, that this Agreement becomes effective, The Original Operation Agreement dated 9/8/2015 shall be superseded by this Agreement and of no further force and effect.

Remainder of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

WHISTLE STOP CAFE LLC, a Michigan limited liability company

By: _____
Arben Grajqevci, Member

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by Arben Grajqevci, Member of Whistle Stop Café LLC.

_____
Charlene Copeland, Notary Public
Acting in Oakland, Michigan
My Commission expires: _____

ARBEN GRAJQEVCI, an individual and member of Whistle Stop Café LLC

By: _____
Arben Grajqevci

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by Arben Grajqevci, member of Whistle Stop Café LLC.

_____
Charlene Copeland, Notary Public
Acting in Oakland, Michigan
My Commission expires: _____

BESSIM GRAJQEVCI, an individual and member of Whistle Stop Café LLC

By: _____
Bessim Grajqevci

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of ___2022, by Bessim Grajqevci, an individual.

_____
Charlene Copeland, Notary Public
Acting in Oakland, Michigan
My Commission expires: _____

Signatures continued on following page

CITY OF PLEASANT RIDGE, a Michigan municipal corporation

EXECUTED:

By: _____
Bret Scott, Mayor

ATTESTED:

By: _____
Amy Allison, City Clerk

APPROVED AS TO SUBSTANCE:

By: _____
James Breuckman, City Manager

APPROVED AS TO FORM:

By: _____
, City Attorney

Dated: _____

EXHIBIT A

Property Legal Description

Parcel Number:
60-25-27-105-028

OWNERS ADDRESS:
DEMOS, ALEX
DEMOS, PAT
2 AMHERST RD
PLEASANT RIDGE, MI 48069-1203

PROPERTY ADDRESS:
24052 WOODWARD AVE
PLEASANT RIDGE, MI 48069-1137

DATE PRINTED : 01/14/2013

2012 LEGAL DESCRIPTION :
T1N, R11E, SEC 27 PART OF SW 1/4 OF NW 1/4 BEG AT SW COR OF LOT 319 OF 'SYLVAN GARDENS SUB', TH E TO SE COR OF SD LOT, TH SELY TO NE COR OF LOT 1 OF SD SUB, TH SWLY TO ELY R/W LINE OF WOODWARD AVE, TH NWLY 74.30 FT ALG ELY LINE OF WOODWARD AVE TO BEG, ALSO LOT 319 OF 'SYLVAN GARDENS SUB'

EXHIBIT B

Plan of Operation

August 19, 2022

City of Pleasant Ridge
23925 Woodward Ave.
Pleasant Ridge, MI 48069

Re: Whistle Stop Café LLC d/b/a Whistle Stop Diner
Plan of Operation

Dear Sir/Madam:

I am Arben Grajqevci, and on behalf of Whistle Stop Café LLC, I am respectfully submitting this Plan of Operation as required by Section 18-54 of the Pleasant Ridge Liquor Control Ordinance, in connection with Whistle Stop Café LLC's liquor license transfer application.

The Whistle Stop Diner is located at the corner of 24060 Woodward Avenue and Amherst Road. The Whistle Stop Diner has been operated by Whistle Stop 1, Inc. since 2015, pursuant to an approved Plan of Operation, Operating Agreement, and Liquor License from the City of Pleasant Ridge. Whistle Stop Café LLC is purchasing the business from Whistle Stop 1, Inc., and plans to continue operation essentially unchanged.

Whistle Stop Diner's current business hours are from 7:30 a.m. to 3:00 p.m. Monday through Saturday, and 8:00 a.m. to 3:00 p.m. on Sunday. There are occasions in which the Whistle Stop Cafe is open for private events, such as birthday parties, baby and wedding showers, typically between 5:30 p.m. and 10:00 p.m.

The Whistle Stop Diner is a 54-seat establishment, with seating for 38 at tables and 16 counter seats, serving both dine in and carry out meals for breakfast, brunch and lunch. The Whistle Stop has been, and will remain a real asset to the community. Whistle Stop Diner will continue with the current hours of operation, no modifications are planned for the interior layout, and the name, menu and business will continue essentially unchanged

We fully expect to continue with a higher percentage of food sales than alcohol sales, although the liquor license allows us to serve alcoholic beverages in keeping with standard brunch fare. Our alcohol inventory remains relatively small and includes vodka, champagne and cordials appropriate for coffee drinks, along with limited beer and wine selections.

The management structure is changing now that Whistle Stop Café LLC will own and operate the business. I am the majority owner and will act as the owner/operator of the business. I will devote full time to the business and will act as the manager of the restaurant utilizing my numerous years of experience as a restaurant manager and owner. I have been working with Valter at the Whistle Stop for the past few months in order t get comfortable running the business. My younger brother Besim also assists in the operation of the restaurant, and will be working full time at the restaurant.

I understand that the parking situation has improved since Whistle Stop 1, Inc.'s purchase of the restaurant in 2015. The City installed signs directing traffic to the public parking lot at Wellesley Drive and Woodward Avenue and we have put up our own signs directing patrons to this public lot. We have more than the minimum number of six parking spaces required, which are available on Amherst Road adjacent to the restaurant and in the Wellesley public parking lot.

Currently, the restaurant arranges for an additional weekly trash pickup, so that our trash is picked up twice per week. We will continue with this twice weekly pickup so as to remedy any trash issues.

It has been my life's passion to own and operate my own restaurants. I currently own two successful restaurants and I will bring my accumulated knowledge and skills to the Whistle Stop in order to continue to operate this restaurant in a manner that honors the Pleasant Ridge community and the City of Pleasant Ridge. We are committed to the betterment of Pleasant Ridge and the Pleasant Ridge business district.

We look forward to a long and successful relationship with the City as a valuable member of the Pleasant Ridge business community.

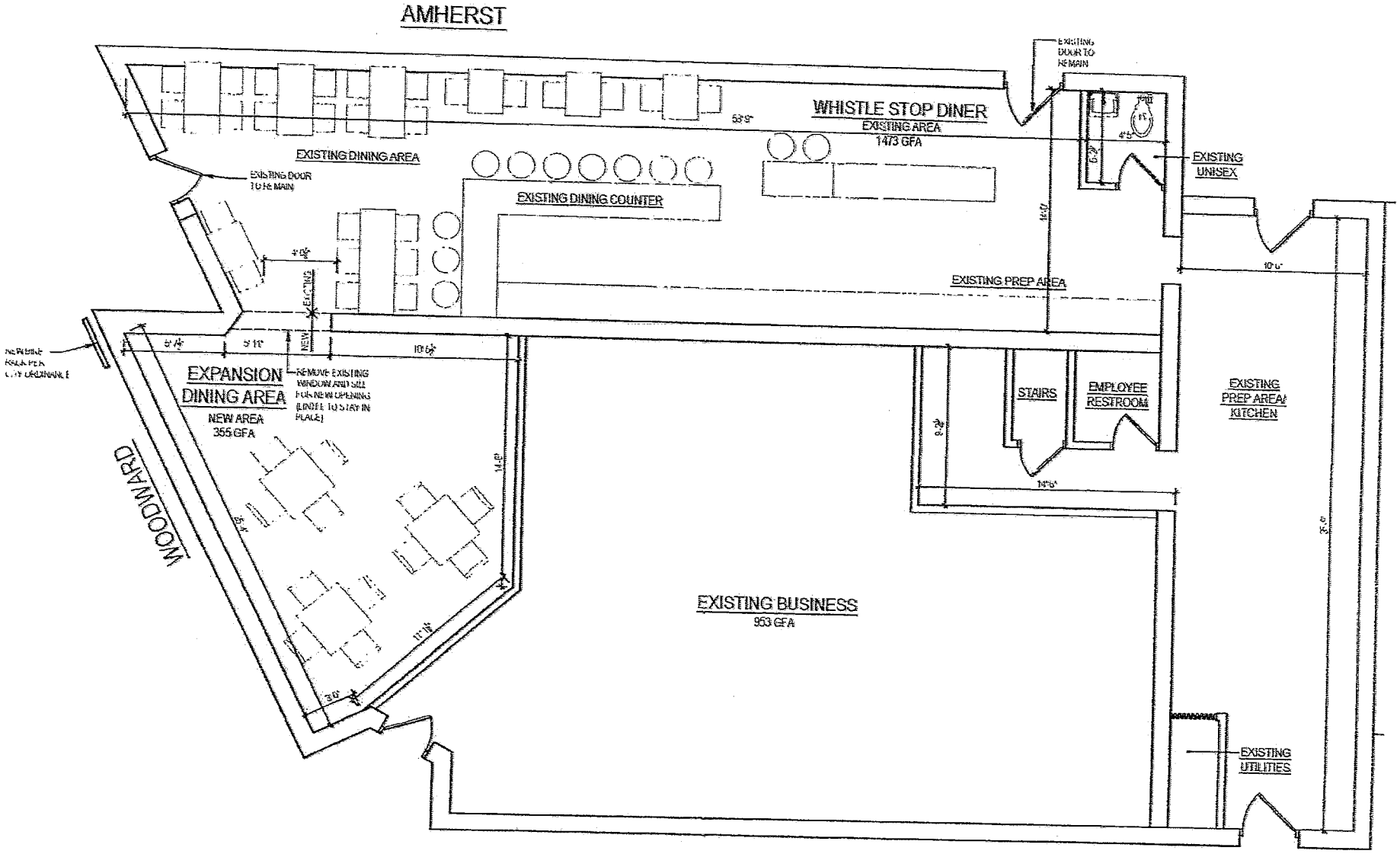
Sincerely,

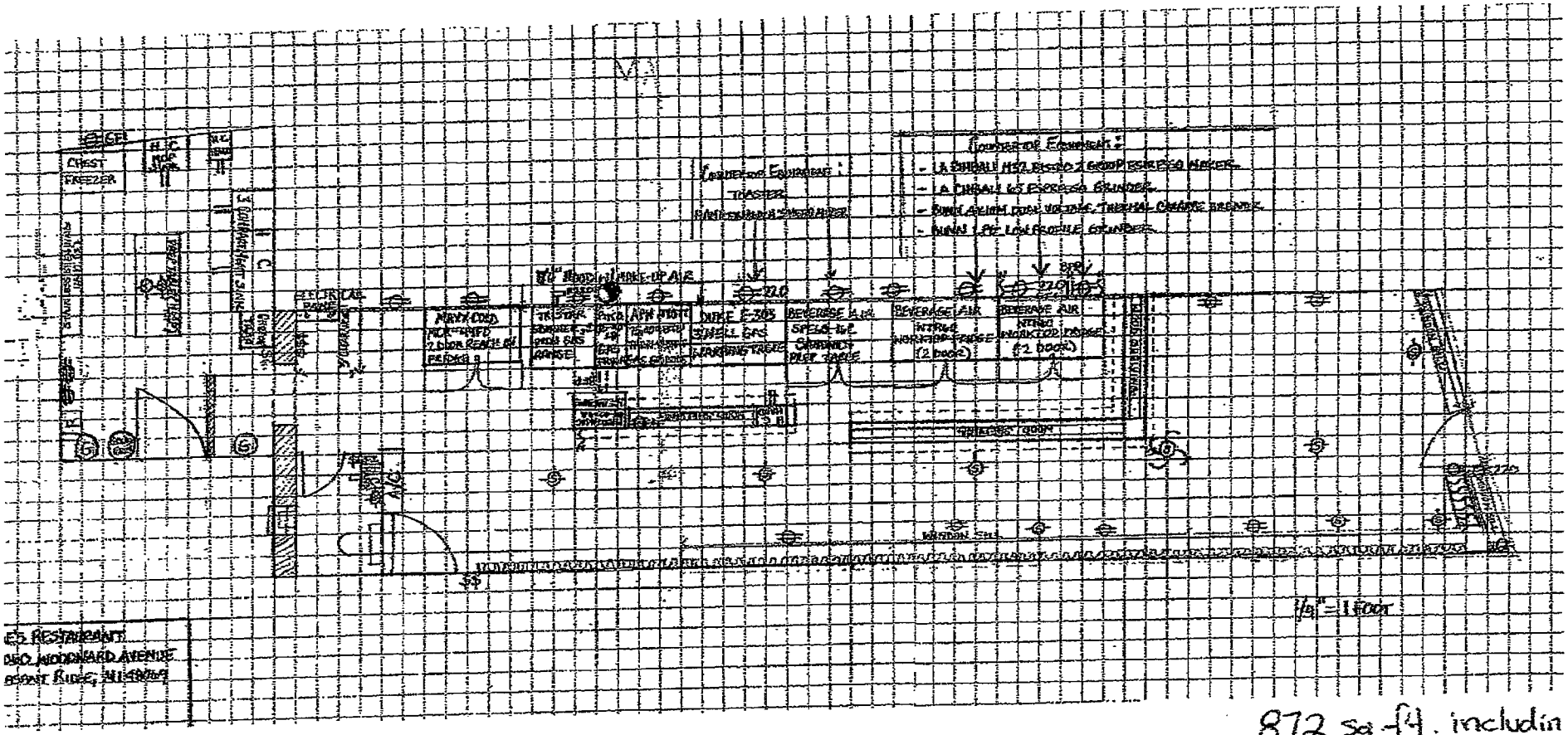
Arben Grajqevci
Whistle Stop Café LLC
24060 Woodward Ave.
Pleasant Ridge, MI 48069
(248) 548-5355

Enc.

EXHIBIT C

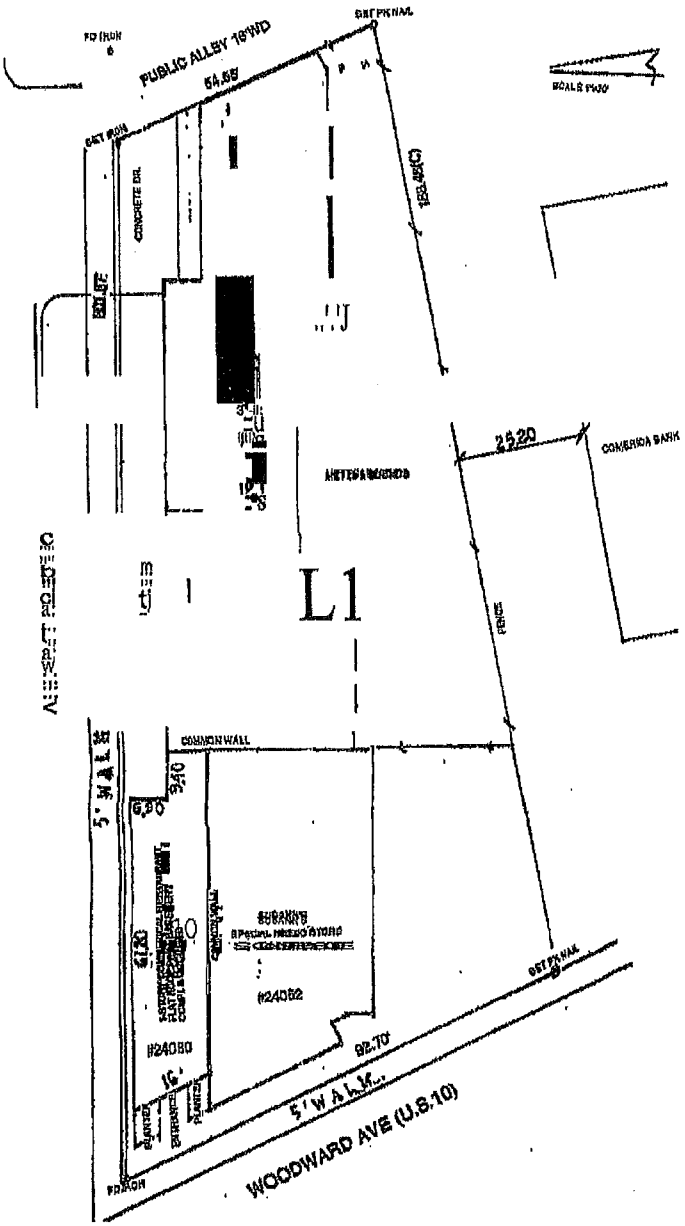
Site Plan


AMHERST
WHISTLE STOP DINER
EXISTING AREA
1473 GFA
EXISTING DINING AREA
EXISTING DINING COUNTER
EXISTING PREP AREA
EXISTING UNISEX
EXISTING DOOR TO REMAIN
EXPANSION DINING AREA
NEW AREA
355 GFA
REMOVE EXISTING WINDOW AND SILL FOR NEW OPENING (LINTEL TO STAY IN PLACE)
WOODWARD
STAIRS
EMPLOYEE RESTROOM
EXISTING PREP AREA/ KITCHEN
EXISTING BUSINESS
953 GFA
EXISTING UTILITIES



872 sq ft. includin
back prep room.

Mae's Restaurant
24060 Woodward Ave., Pleasant Ridge, MI
LOCATION PLAN
PROPOSED OUTDOOR SEATING PLAN
RAIL CROSS SECTION
SITE PLAN



We hereby certify that we have surveyed the parcel hereon. delineated in accordance with the legal description as furnished by you and the boundaries [illegible] said parcel are as indicated herein and [illegible] encroachments upon said parcel except as [illegible]

CLIFF
By [illegible] Cantor LAND # 10[illegible]
SURVEYOR
REGISTERED LAND SURVEYOR
110652

LOUIS CANTOR COMPANY
1 MIDNORTHLAND PARK CT.STE 20'1"
SOUTHFIELD,MI48175
[illegible]-[illegible]40
[illegible]-[illegible] FX
LOUISCANTOR.COM

SCALE: 1"=20'
DATE: [illegible]
DRAWN BY
J.OaLrREIJO,

CLIENT:JESSIOA & SEAN MCCARTIN

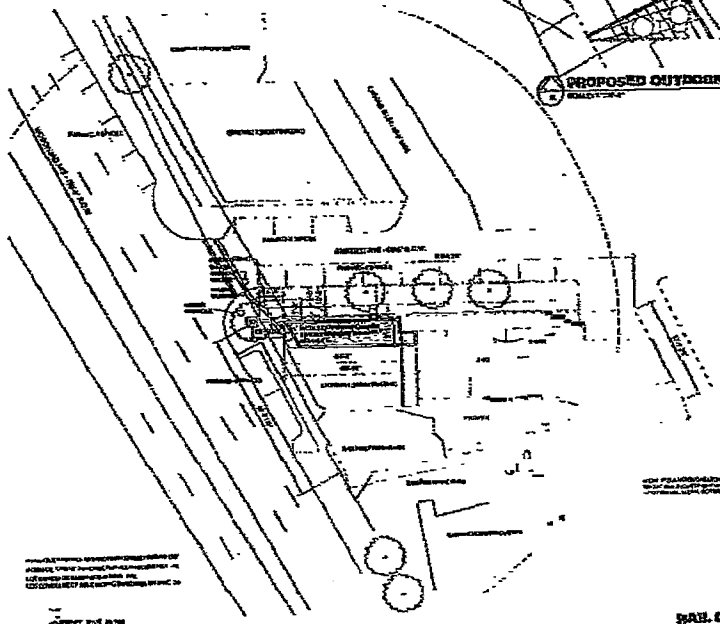
DRAWING NUMBER
1323

Legal Description:

Part of the Southwest ¼ of the Northwest ¼ of Sec 27, T 1N, R. 11E.,
more particular described as beginning at the Southwest Corner of Lot 319,
of Sylvan Gardens Subdivision. Thence proceeding East to the Southeast corner
of said lot, thence Southeasterly to the Northwest corner of Lot I of said subdivision,
Thencesouth,westerly to the easterly Right of Way line of Woodward Ave, thence
Northwesterly 74.30 feet along the Ell Sterly line of Woodward Ave to the point of beginning.
Also all of Lot 319, offylan Gardens Subdivision, City of Pleasant Ridge,. Oakland Cowny
Michigan. As recorded in Uber 18 of Plats, Page 22, Oakland CoLtUl.y Records.

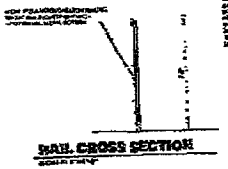
Legal Description

Part of the Southwest ¼ of the Northwest ¼ of Sec 33, T 1N, R. 11E, more particular described as beginning at the Southwest Corner of Lot 19, of Sylvan Gardens Subdivision. Thence proceeding East in the Southerly corner of said lot, thence Southwesterly in the Northwestern corner of Lot 4 of said subdivision, thence northwesterly in the eastern Right of Way line of Woodward Ave, thence Southwesterly 71.30 feet along the Easterly line of Woodward Ave to the point of beginning. Also all Lot 19, of Sylvan Gardens Subdivision, City of Pleasant Ridge, Oakland County, Michigan As recorded in Liber 15 of Plats, Page 22, Oakland County Records.



SITE PLAN

PROPOSED OUTDOOR SEATING PLAN



WAL CROSS SECTION

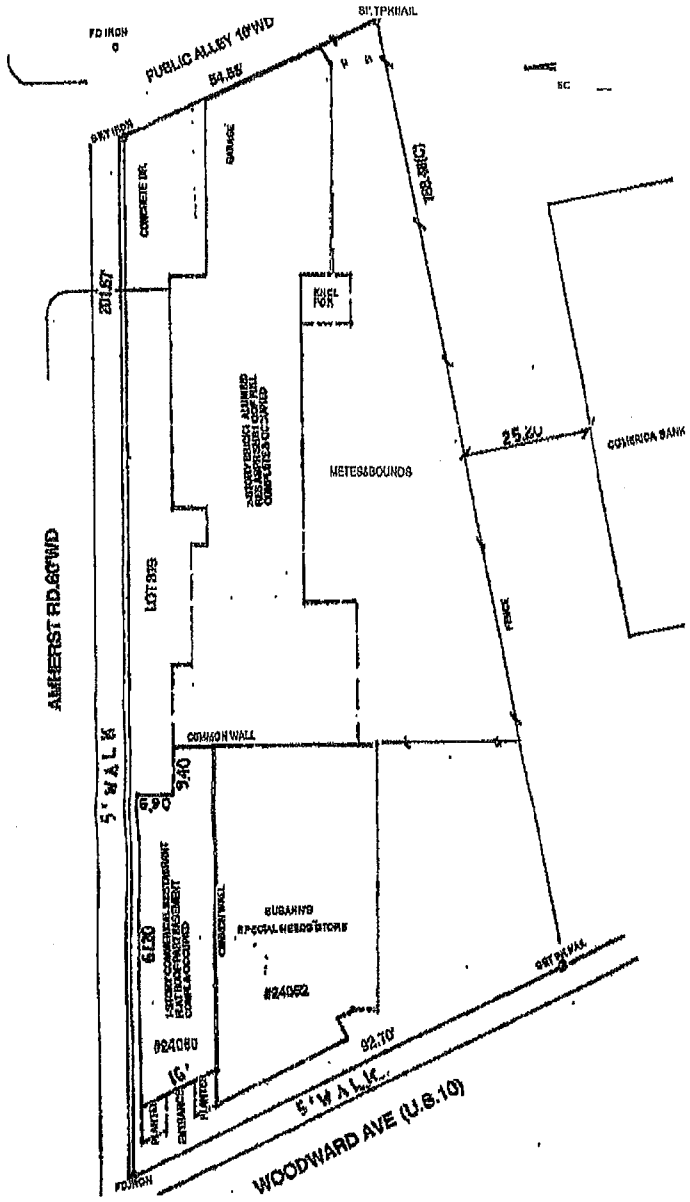
LOCATION PLAN

ZONING INFORMATION

Mae's Restaurant

24060 Woodward Ave., Pleasant Ridge, MI

SP-1.0



We hereby certify that we have surveyed the parcel hereon delineated in accordance with the legal description as furnished by you and the boundaries [illegible] said parcel are as indicated hereon and [illegible] encroachments upon said parcel except [illegible]

LOUIS CANTOR COMPANY

By [illegible] Louis Cantor LAND SURVEYOR # 10682

LOUIS CANTOR COMPANY
17600 NORTHLAND PARK CT. STE
SOUTHFIELD, MI 48075

LOUIS CANTOR.COM

DRAWN BY
J.COLETHREE JR.

SCALE, 1"=10'
DATE, 10/27/11

APPROVED BY

Legal Description:

Part of the Southwest ¼ of the Northwest ¼ of Sec 27. T 1N, R. 11E., more particular described as beginning at the Southwest Corner of Lot 319, of Sylvan Gardens Subdivision. Thence proceeding East to the Southeast corner of said lot, thence Southeasterly to the Northwest corner of Lot 1 of said subdivision,

Thence southwesterly to the easterly Right of Way line of Woodward Ave, thence Northwesterly 74.30 feet along the Easterly line of Woodward Ave to the point of beginning. Also all of Lot 319, of Sylvan Gardens Subdivision, City of Pleasant Ridge, Oakland County Michigan, As recorded In Liber 15 of Plats. Page 22, Oakland County Records.

CLIENT:JESSICA&SEAN MCCARTHY

DRAWING NO

EXHIBIT D

ASSIGNMENT OF LIQUOR LICENSE

ASSIGNMENT OF LIQUOR LICENSE

This Assignment of Liquor License ("Assignment") is made and entered into on _____, 2022, by and between the City of Pleasant Ridge, a Michigan municipal corporation, whose address is 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069 (referred to in this Agreement as the "City"); Arben Grajqevci and Besim Grajqevci, whose address is 24060 Woodward Ave., Pleasant Ridge, Michigan 48069; and Whistle Stop Café LLC., a Michigan limited liability company, whose address is 24060 Woodward Ave., Pleasant Ridge, Michigan 48069. Arben Grajqevci, Besim Grajqevci, and Whistle Stop Café LLC, are referred to jointly in this Agreement as the "Owner". The City and the Owner are collectively referred to in this Agreement as the "Parties".

Recitals

A. The Owner operates a restaurant known as the Whistle Stop Diner (referred to in this Agreement as the "Restaurant") located at 24060 Woodward Avenue, Pleasant Ridge, Michigan 48069, whose legal description is attached as Exhibit A (referred to in this Agreement as the "Property").

B. The Owner has requested that the City approve the transfer of the Class C liquor license referred to in this Agreement as the "License") from Whistle Stop 1, Inc., the current Licensee for use by the Applicant at the Restaurant.

C. For purposes of inducing the City to approve the issuance of the License to the Owner for its use at the Restaurant, the Owner voluntarily offered or accepted the restrictions regarding the Operating of the Restaurant and other covenants as set forth or referred to in the Operating Agreement, dated _____, 2022 (the "Operating Agreement").

D. This Assignment is attached to the Operating Agreement and the execution of this Assignment is a principal inducement for the City to approve Owner's request for the transfer of the License to it, and as agreed under and pursuant to Section 8 of the Operating Agreement, Owner and the City enter into this Assignment.

Agreement

NOW, THEREFORE, as an integral part of the approval of the issuance of the License to the Owner for its use at the Restaurant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED as follows:

1. **Assignment**. If Owner either A) determines that it desires to cancel the License and so notifies the City, B) takes action so as to cancel the License and fails to notify the City; or C) fails to take any action such that the License could be canceled by Operating of law ("Act of Cancellation"), Owner hereby transfers and assigns to the City all of Owner's right, title and interest in and to the License, subject only to the approval of the Michigan Liquor Control Commission and the City's acceptance of such transfer and assignment as provided herein. The transfer and

assignment under this Section shall become effective only upon the City exercising its right and option to accept the transfer and assignment by providing written notice of such acceptance to Owner within ninety (90) days of receiving written notice of the Act of Cancellation. Furthermore, upon any Act of Cancellation, Owner agrees to execute and deliver to the City any instruments necessary to effect a transfer of the License to the City.

2 **Power of Attorney**. If Owner fails to execute and deliver such instruments necessary to effect a transfer of the License to the City within three (3) business days after City's written request for such instruments, Owner hereby grants to the City an irrevocable power of attorney to execute and deliver such instruments to effect the transfer of the License to the City. This power of attorney shall not be considered executor in nature, but is fully effective as of the date of this Assignment. Owner hereby irrevocably appoints the City as its attorney-in-fact, with such appointment to be coupled with an interest, to execute any necessary documents on Owner's behalf in its name for the purposes of accomplishing the goals of this Assignment.

3 **Representations.** Owner represents and covenants to the City that its rights in the License are unencumbered; that it has executed no prior assignments of the License; that it shall not encumber or assign the License without prior written consent of the City; and that it shall do all things required to maintain the License in good standing at all times.

4. **Recitations and Exhibits.** The Recitations, above, are incorporated herein by this reference and expressly agreed to and made a part of this Assignment for all purposes. The exhibits attached hereto and the information contained therein are incorporated herein as though fully set forth as part of this Assignment.

5. **Miscellaneous.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect: (a) such invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement; (b) this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it; and (c) the remainder of this Agreement shall remain in full force and effect. This Assignment shall be binding upon the heirs, legal representatives, successors and assigns of the Parties, This Assignment shall be construed in accordance with the laws of the State of Michigan, This Assignment may be executed in counterparts and such counterparts taken together shall be construed as an original. Failure by a Party to object to a violation of the terms of this Assignment shall not be a waiver of any continuing or subsequent violation. The prevailing Party in an action to enforce the terms of this Assignment is entitled to reimbursement of its costs, including reasonable attorneys' fees, from the non-prevailing Party. Time shall be of the essence for all obligations of this Assignment.

6. **Non-Waiver; Estoppel**. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. Failure by a Party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.

7. **Notice.** All requirements for notice contained in this Agreement shall be deemed to require notice in writing at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending:

To City: City Manager
City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

To Owner: Arben Grajqevci
24060 Woodward Ave.
Pleasant Ridge, Michigan 48069

8. **Effective Date**. Except to the extent otherwise specifically provided in Section 1, above, the provisions of this Assignment shall become effective upon the last to occur of the following events: (a) the execution of this Agreement by all of the Parties; (b) the effective date of the City's approval of the issuance of the License requested by the Owner; and (c) the effective date of the Michigan Liquor Control Commission's approval and issuance of the License to Owner.

Remainder of page left intentionally blank. Signature page to follow

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

WHISTLE STOP CAFÉ LLC, a Michigan limited liability company

By: _____
Print Name: Arben Grajqevci
Print Title: Member

By: _____
Print Name: Besim Grajqevci
Print Title: Member

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by Arben Grajqevci and Besim Grajqevci, the Members of Whistle Stop Café LLC, a Michigan limited liability company.

_____
, Notary Public
Oakland County, Michigan
My Commission Expires: _____
Acting in the County of _____

_____
Arben Grajqevci, an individual

_____
Besim Grajqevci, an individual

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by Arben Grajqevci and Besim Grajqevci, individuals.

_____
, Notary Public
Oakland County, Michigan
My Commission Expires: _____
Acting in the County of _____

CITY OF PLEASANT RIDGE, a Michigan municipal corporation

EXECUTED:

By: _____
Bret Scott, Mayor

ATTESTED:

By: _____
Amy Allison, City Clerk

APPROVED AS TO SUBSTANCE:

By: _____
James Breuckman, City Manager

APPROVED AS TO FORM:

By: _____
, City Attorney

Dated: _____